

## CA FIELD PACK LICENSE AGREEMENT

**CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS REGARDING YOUR USE OF THE CA FIELD PACK, INCLUDING ITS CODE AND DOCUMENTATION, (THE "PROGRAM"), BEFORE USING THE PROGRAM.**

**BY DOWNLOADING AND INSTALLING THE PROGRAM, YOU (ALSO REFERRED TO BELOW AS "USER") INDICATE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS FIELD PACK LICENSE AGREEMENT (THE "AGREEMENT"). SHOULD YOU NOT AGREE TO THE TERMS OF THIS AGREEMENT, CANCEL THE DOWNLOAD AND/OR CEASE THE INSTALL OF, AND DO NOT USE, THE PROGRAM. THIS AGREEMENT SHALL BE EFFECTIVE FROM THE EARLIER DATE UPON WHICH YOU FIRST DOWNLOAD AND/OR INSTALL THE PROGRAM.**

1. CA HEREBY PROVIDES YOU AS THE USER WITH ONE COPY OF THE PROGRAM AS APPLICABLE, OR CERTAIN MODULES OF THE PROGRAM AND LICENSES THE PROGRAM TO YOU PURSUANT TO THE TERMS OF THIS AGREEMENT.

(b) Subject to User's compliance with the terms of this Agreement and any supplemental program terms published to the relevant user community, CA, Inc., ("CA"), provides User with one (1) copy of the Program for the limited purposes of internal evaluation, testing and use of the Program.

(b) The Program is provided solely for User's nonexclusive, nontransferable, internal and limited use. User acknowledges and agrees that the Program was designed or created for use in association with certain CA software product(s). User agrees that User is not authorized, nor shall it use, the Program in association with or in combination with any product, solution or services competitive to the CA software product.

(c) User acknowledges and agrees that the Program is CA field project content and information that is provided separate from any generally available release of any CA software product. User agrees that the Program will not customize or alter the value or functionality of any CA software product licensed under a separate license agreement and no development activity will be included as part of these services, nor are these services or this Program necessary for User to enjoy the full benefits of the intended features and functions of any licensed CA software product. Payment of any license fee and/or maintenance fee due under any license for any CA software product is not contingent upon the performance of these services and/or the Program(s) under this Agreement.

(d) User acknowledges and agrees that the Program is provided without technical support or maintenance of any kind by CA. In the event that User is a licensee of a CA software product and is subscribed and entitled to receive support and maintenance for such CA software product under a separate agreement with CA, User acknowledges and agrees this Program and any related services is not part of, nor shall affect such product support. The Program is provided to User for installation solely in a test environment.

(e) The Program is a trade secret of CA and Confidential Information of CA and its licensors. User agrees to keep the Program strictly confidential and to comply with the requirements of Section 8 ("Confidential Information") of this Agreement. Title to the Program and all other Confidential Information and all changes, modifications and derivative works thereto shall remain with CA and its licensors. The Program is protected by copyright, patent, trademark and other laws and international treaties.

2. Without the prior written consent of CA, User may not:

(a) Transfer, assign, sublicense, use, copy, distribute or modify the Program, in whole or in part, except as expressly permitted in this Agreement;

(b) Use the Program to develop any derivative works or for any purpose other than the evaluation and testing permitted under Section 1 of this Agreement;

(c) Use the Program to develop or market any conversion utility or aid specific thereto that would enable users to convert from CA software product to an alternative product;

(d) Decompile, reverse assemble or otherwise reverse engineer the Program, except as expressly permitted under applicable law;

(e) Use the Program to assist in the development or design of a computer software program that is intended to provide substantially similar functionality as the Program or related CA software product; or

(f) Remove or alter any of the copyright notices or other proprietary markings on any copies of the Program.

3. User is entitled to use the Program from the effective date of this Agreement until the date CA issues a termination of this Agreement or notice of the discontinuance of the Program. Within five (5) days after any such termination or notice, User will either return to CA all copies of the Program and associated Confidential Information (as defined below), or if so instructed by CA, destroy such Confidential Information and all copies thereof and certify in writing to CA that such has been destroyed.

4. User agrees that CA may use any feedback provided by User related to any Program 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.

5. During Your use of the Program, You agree to:

(a) Use the Program for testing purposes and not use the Program to perform any production activities, unless CA shall have otherwise approved in writing;

(b) Document Your experiences with the Program to CA and participate in the user community and to report to CA its experiences and any problems encountered, including but not limited to reporting all errors, difficulties or other types of problems with the Program; and

(c) Furnish to CA at the end of Your evaluation a written response to CA's questionnaire, if requested, regarding Your experiences with the Program, including the Your evaluation of the functions, performance and serviceability of the Program.

6. CA does not guarantee or assume responsibility for any impact of use of the Program on User's existing production or other environment or on CPU performance. User acknowledges that the Program constitutes "untested" content, data or code. User understands that the Program is made available without validation or quality assurance. User agrees and acknowledges that the Program has not been tested, debugged or certified and is experimental and that the Program, its content and/or documentation may be in draft form and/or, in many cases, be incomplete. User agrees that CA makes no representations regarding the completeness, accuracy or User's use or operation of the Program. THE PROGRAM IS BEING DELIVERED "AS IS," WITHOUT WARRANTIES OF ANY KIND. CA DOES NOT WARRANT THAT THE PROGRAM WILL MEET USER'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED, ERROR FREE OR WILL APPEAR AS DESCRIBED IN THE DOCUMENTATION OR AT THE USER COMMUNITY SITE. CA AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR INFRINGEMENT. IN NO EVENT WILL CA BE LIABLE TO USER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES, DIRECT OR INDIRECT, OR EXPENSES INCURRED BY USER IN CONNECTION WITH THE USE OF THE PROGRAM, INCLUDING LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, TIME, MONEY, GOODWILL AND ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM EVEN IF CA HAD BEEN ADVISED OF THE

POSSIBILITY OF SUCH LOSS OR DAMAGES. USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE YOUR EVALUATION OF THE PROGRAM AND THIS AGREEMENT BY WRITTEN NOTICE TO CA.

7. CA does not guarantee that any compatibility between the Program and any CA software product, nor that the Program will be supported for use with the CA software product. You understand and acknowledge that CA is not obligated, nor will it be obligated in the future, to make the Program available as a standard CA software product.

8. In the performance of this Agreement, or contemplation thereof, User may have access to know-how, trade secrets and other confidential information ("Confidential Information") owned by CA, including without limitation, the Program. User agrees to keep the Confidential Information strictly confidential and not to permit anyone to have access to such Confidential Information other than User's authorized employees. User further agrees that it will treat any report provided to CA and any other information related to the Program, including without limitation any such information created by User, disclosed by User or disclosed by CA concerning Program, as CA Confidential Information hereunder. User agrees not to copy, disclose, publish, display or otherwise make available the Confidential Information, or any information gained from its use of the Confidential Information to any third party, without the prior written consent of CA. User agrees to secure and protect the Confidential Information and any copies thereof in a manner consistent with the maintenance of CA's rights herein, which in any event shall not be less than reasonable care in accordance with applicable industry standards, and to take all necessary and appropriate action by instruction or agreement with its employees who are permitted access to the Program to satisfy User's obligations hereunder.

9. You agree that CA may use any report prepared by You related to the Program or any CA software product or services for any CA business purpose, without any further consent or accounting in the development, manufacture, marketing and maintenance of the Program and other CA products and services, including reproduction and preparation of derivative works based upon such reports, as well as distribution of such derivative works.

10. User acknowledges that the Program is provided with "Restricted Rights" as set forth in 48 C.F.R. Sec. 12.212, 48 C.F.R. Sec. 52.227-19(c)(1) and (2) or DFARS Sec. 252.227.7013(c)(1)(ii) or such applicable successor provisions. CA is the manufacturer of the Program. User is required to observe the relevant U.S. Export Administration Regulations and other applicable regulations. In connection with such requirement, User hereby represents and warrants that it will use the Program only for testing purposes and User will not rent, lease, sell, sublicense assign or otherwise transfer or export the Program. Further, User represents and warrants that it shall not transfer or export any product, process, or service that is the direct product of the Program.

11. Nothing contained herein shall be construed as conferring upon User or CA any right to use in advertising, publicity or other marketing activities, any name, trade name, trademark, or other designation of the other party, or to refer to the existence hereof in any promotional activity without the express written consent of such other party.

12. CA may terminate this Agreement without cause by giving written notice of termination to User. CA may immediately terminate this Agreement in the event of any failure to comply with any of the above terms. Such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to CA.

13. The provisions of this Agreement and all the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

14. This Agreement may be amended only by a written agreement signed by authorized representatives of both parties.