

CA, Inc.
PURCHASE ORDER TERMS AND AGREEMENT
(May 2014)

These Terms and Conditions ("Terms and Conditions") shall govern all transactions between CA, Inc. ("Buyer") and you ("Seller"), subject to any terms and conditions appearing on the face of the purchase order ("Purchase Order") issued by an authorized representative of Buyer. By performing under this Purchase Order, Seller agrees to be bound by the Terms and Conditions set forth below.

1. Acceptance:

Acceptance of Buyer's Purchase Order is limited to the terms contained in the Purchase Order as supplemented by these Terms and Conditions. Additional terms on Seller's form are hereby objected to and rejected and shall be deemed a material alteration of these Terms and Conditions, unless expressly agreed to in writing by an authorized representative of Buyer. Performance by Seller shall constitute acceptance of Buyer's Purchase Order, including all Terms and Conditions contained herein.

2. Products and Services:

a. Prices. The products and/or services to be provided (collectively the "Products") and prices for such Products are set forth in the Purchase Order.

b. Price Warranty. Seller warrants that the prices for the Products sold hereunder are no less favorable than those currently extended to any other customer purchasing the same or similar products in similar quantities. In the event Seller reduces its prices for the Products prior to accepting Buyer's Purchase Order or during the term of performance of any Purchase Order, Seller agrees to reduce the prices hereof accordingly. Seller warrants that the prices shown in the Purchase Order shall be complete and no additional charges shall be added without Buyer's express written consent.

c. Price Protection. If a decrease in the price for any Product becomes effective after Seller accepts a Purchase Order for the Product, but before Seller has shipped the Product, the price Buyer will pay will be the price in effect when the Seller ships the Product to Buyer. In the event of a price decrease, Seller will grant to Buyer a credit with respect to Product then in Buyer's inventory. The price protection credit will be equal to the difference between the price originally paid by the Buyer and the new adjusted price of the Product less any previously issued credits. If an increase in the price for any Product becomes effective after Seller accepts a Purchase Order for the Product but before Seller has shipped the Product, the price Buyer will pay is the price in effect when the Seller accepted the Purchase Order from Buyer.

d. Changes. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost of or item required for the Product, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly; provided, however, that Seller shall not be allowed any adjustment based on its loss of anticipated profits. Seller agrees to accept any changes subject to this paragraph. Changes shall not be binding upon Buyer except when confirmed in writing by an authorized representative of Buyer's Purchasing Department.

e. Cancellation. Buyer may cancel any Product to be delivered under any Purchase Order, without becoming subject to any cancellation fee or other liability, at any time prior to shipment by Seller by providing Seller with notice of such cancellation electronically, by facsimile or by mail.

3. Delivery:

Time is of the essence. Seller agrees to deliver the Products on the date(s) set forth in the Purchase Order. Standard shipment is two-day surface rates. Buyer may request expedited delivery. Delivery shall be F.O.B. Buyer's facility, or other destination designated by Buyer. Title and risk of loss shall pass to Buyer upon delivery to Buyer's facility, or other destination designated by Buyer, or upon final acceptance by Buyer, whichever is later. Buyer reserves the right to refuse shipments made before or after the date set forth in the Purchase Order. If the delivery of the Products is not completed on time, Buyer reserves the right, in addition to its other rights and remedies, and without liability, to terminate the Purchase Order as to items not yet shipped or services not yet rendered and to purchase substitute Products elsewhere at the expense of Seller or to direct Seller to ship by the most expeditious means available at Seller's risk and expense. Acceptance of Products not in conformance with the Terms and Conditions contained herein shall not be deemed a waiver of Buyer's right to hold Seller liable for any loss or damage to Buyer or modify Seller's obligation to make future deliveries in conformance with the terms herein. Shipments which do not conform with these Terms and Conditions may be returned to Seller and Seller shall reimburse Buyer for all handling and transportation costs incurred in connection therewith. Seller shall bear all costs of shipping, transportation and packing unless otherwise agreed to in writing by an authorized representative of Buyer.

4. Inspection and Acceptance:

Products shall conform with the descriptions and specifications contained in the Purchase Order and any applicable appendix thereto. Acceptance by Buyer will occur (i) for Products installed by Seller, upon completion to the satisfaction of Buyer of any acceptance tests or programs described in the Purchase Order or attachments thereto, as evidenced by any acceptance certificate signed by Buyer; or (ii) for Products not installed by the Seller, on the thirtieth (30th) day following receipt of the Products by Buyer, unless Seller is notified in writing within this period that, in Buyer's sole judgment, the Products do not conform to Seller's specifications, in which event Buyer may, if applicable, return the Products to Seller, freight collect, and be refunded all advance payment made therefore.

5. Packaging and Shipping Requirements:

Seller shall comply with Buyer's packaging, routing and shipping instructions. If such instructions are not attached hereto or have not been previously received, Seller shall promptly request instructions from Buyer.

6. Payment Terms/Invoicing/Travel and Expenses:

Payment shall be made net sixty (60) days from invoice date which is not being disputed in good faith by Buyer. Unless otherwise agreed to in writing by the parties, an invoice shall not be issued prior to shipment of Products. Credit and discount periods will be computed from the date of receipt of the correct invoice or the date the Products are received, whichever is later, to the date Buyer's check is mailed or payment is otherwise made. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice.

Vendor must enroll with CA's electronic invoicing provider. All invoices must be submitted electronically by the Vendor directly through the web-based invoicing Network. Questions related to invoicing and payment can be directed to CA's Accounts Payable department at AskAP@ca.com.

Seller shall attach to the invoice the original Bill of Lading and, if Buyer is to reimburse Seller for transportation charges, the receipted freight bill. All taxes to be paid by Buyer must be separately itemized on the invoice. An invoice may be rejected for noncompliance with any of the Terms and Conditions, and in that event discount and payments will date from the time the corrected invoice is received by Buyer. Any credit memos due Buyer or Buyer's credit organization shall be transacted within five (5) business days.

In the event an invoice provides for reimbursement from Buyer of any travel or other related expenses, Seller's reimbursement shall be subject to its strict compliance with the Travel Expense Reimbursement Procedures attached hereto as Exhibit A, which procedures shall be subject to change from time to time.

7. Warranties:

Seller represents and warrants (i) that the Products fully conform to and operate in accordance with Seller's specifications and descriptions contained in the Purchase Order and any attachment thereto, and (ii) that the Products shall be merchantable and free from defects in workmanship and material.

If Seller has been advised of the particular use of the Products, Seller warrants that the Products furnished hereunder are suited and appropriate for such use. These warranties shall remain in effect for a period of one (1) year from acceptance of the Products by Buyer as defined above. During this warranty period, Seller shall promptly and without additional charge repair or replace the Products or any part thereof which fails to conform to or operate in accordance with Seller's specifications. If Seller is not able to repair such deficiencies within a reasonable period of time, as Buyer determines in its sole discretion, Seller will promptly provide to Buyer a refund of all amounts paid by Buyer for the nonconforming Products. Seller warrants that the Products and all rights thereto are owned by Seller and do not violate any copyright, patent, trademark, trade secret or any other proprietary right of any third party. Seller warrants that it has and will convey to Buyer good title to the Products, free and clear of all liens and encumbrances and that the manufacture, production, installation and sale or license to, and use by, Buyer of the Products are in compliance with any and all federal, state and local laws, rules and regulations.

The warranties in this Section shall be in addition to all other warranties, express, implied, or statutory. All warranties shall run to Buyer, its customers and to subsequent owners of goods to which the Products relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited therein or on the Purchase Order to which Buyer has expressly agreed in writing. All warranties shall be construed liberally in favor of Buyer. Notice of breach shall be deemed sufficient if given by Buyer within one hundred eighty (180) days after the discovery thereof by Buyer, may be given orally or in writing, and need only inform Seller that the Products are troublesome, need repair, or must be watched. Such notice need not include a clear statement of all objections that shall be relied upon by Buyer as the basis for breach. All warranties shall be construed as conditions as well as promises.

The warranties expressed herein shall be construed as consistent and cumulative with each other and with all warranties implied by law. It is the intent of Buyer and Seller that if any warranties are held to be inconsistent, Buyer may, at any time, including in the course of a suit for breach, select which of them shall be excluded from the Purchase Order.

8. Limitation of Liability:

BUYER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any action resulting from any breach on the part of Buyer must be commenced within one year of the date the cause of action has accrued.

Buyer's aggregate liability for any claim of any kind for loss or damage arising out of, in connection with or resulting from the Purchase Order shall in no event exceed the price of the particular Products giving rise to the claim.

9. Indemnification:

Seller agrees to indemnify and hold harmless Buyer, its directors, officers, employees and agents, from and against any and all claims or liability (other than liability solely due to the gross negligence of Buyer), including reasonable attorneys' fees, arising out any defect in the Products provided hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to (i) the negligence or willful misconduct of the Seller, its agents or employees, (ii) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits, which occur in connection with the performance by Seller, and (iii) the sale or license to or by, or use by, Buyer, of the Products, including but not limited to any claim alleging the violation or infringement of any third party's patent, copyright, trademark, trade secret or any other proprietary rights. Seller's obligation to indemnify Buyer shall survive the expiration or termination of the Purchase Order by either party for any reason. Seller may, at its option, conduct the defense of any third party action and Buyer will cooperate with Seller's defense. If the use or sale of any Product is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Buyer may have hereunder or by law, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item, or shall substitute an equivalent item, acceptable to Buyer, and extend this indemnity with respect to such item. In the event that Seller is unable to secure such rights of use or to secure an equivalent item as a substitute for the Buyer or its customers, Seller will indemnify Buyer and its customer for any and all losses or damages sustained by reason of any injunction arising hereunder.

10. Work on Buyer's Premises:

a. Compliance with Regulations. If any purchase of Products involves work by Seller on Buyer's premises, Seller will comply with all safety and security regulations of Buyer and shall take all precautions required to prevent injury to persons or property during such installation or work.

b. Insurance. During the term of the Purchase Order, and for twenty-four (24) months after the termination or expiration of the Purchase Order for Professional Liability, Seller shall maintain the following policies of insurance of the types and minimum amounts: (i) commercial general liability insurance (including contractual liability coverage) on an occurrence basis for bodily injury, death, "broad form" property damage, advertising injury and personal injury, with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence for bodily injury and property damage, (ii) auto liability insurance covering all owned, non-owned and hired vehicles, with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence for bodily injury and property damage, (iii) worker's compensation insurance as required by law in the state where the Services will be performed, (iv) employer's liability coverage for injury, disease and death with coverage limits of not less than One Million Dollars (\$1,000,000), per accident and employee, (v) employee dishonesty coverage (including coverage for third party crimes) for loss of money, securities, and other property with extended coverage to cover property and money at non-owned premises for limits not less than \$250,000 and a deductible no greater than \$5,000, per loss per occurrence, naming CA as loss payee, (vi) an umbrella liability coverage on an occurrence form, for limits of Three Million Dollars (\$3,000,000), per occurrence and in the aggregate. Should Seller be engaged in the design, installation, maintenance of any electronic data processing software or hardware systems, Vendor shall additionally obtain and maintain professional liability insurance including network security and privacy liability with coverage limits of not less than Two Million Dollars (\$2,000,000). The insurance policies described in this Section 10 shall name Buyer and its subsidiaries as additional insured thereunder. Seller's insurance coverage shall be considered primary without right of contribution of Buyer's insurance policies. Notwithstanding the foregoing, Seller's insurance policies will contain a severability of interests' clause. At the time of issuance of the Purchase Order, Seller must provide Buyer with a certificate of insurance evidencing the insurance coverage required under this Section and thereafter, Vendor shall provide such

certificate upon request and at least ten (10) days prior to any expiration of any then current policies to evidence renewal and/or replacement policies. The insurance companies now or hereafter issuing the foregoing insurance policies shall be insurance carriers to be rated A- or better by A.M. Best Company. Any material modification, renewal, replacement or cancellation of such insurance coverage shall require at least thirty (30) days prior written notice to Buyer with the exception of non-payment, in which case, such policy shall require ten (10) days prior written notice to Buyer. In no event shall the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification under Section 10 of these Terms and Conditions. Supplier shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of Supplier under this Section 10. The Supplier hereby waives all rights of subrogation against Buyer and its directors, officers and employees.

11. Termination:

a. Default. Buyer may terminate the Purchase Order without liability, in whole or in part, if (i) Seller fails to provide the Products as set forth in the Purchase Order or herein, or any extensions thereto; or (ii) Seller fails to perform any of its other obligations under the Purchase Order or fails to make progress so as to endanger its performance under the Purchase Order in accordance with its terms; or (iii) in the sole judgment of Buyer, Seller's financial condition shall become such as to endanger performance of the Purchase Order; provided that, with respect to (ii) and (iii) Seller shall have seven (7) days from notice of concern of Buyer to remedy the situation.

b. Acts of Insolvency. Buyer may terminate the Purchase Order by written notice to the Seller, if the Seller becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has sold a substantial part of its assets or wound up or liquidated, voluntarily or otherwise.

c. Force Majeure Event. In the event that either party is unable to perform any of its obligations under the Purchase Order, or to enjoy any of its benefits because of (or if loss of the Products is caused by) natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of, or that could not reasonably have been prevented or avoided by, the affected party (hereinafter referred to as a "Force Majeure Event" or "Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under the Purchase Order shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate the Purchase Order. Except as provided herein, delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Event.

d. Cover. In the event of Buyer's termination, in whole or in part, Buyer may procure, upon such terms and conditions as Buyer deems appropriate, Products similar to those terminated, and Seller shall be liable for the excess costs incurred by Buyer. Notwithstanding the foregoing, Seller shall continue performance of its obligations under this Purchase Order to the extent not canceled by Buyer.

e. Termination for Convenience. Buyer reserves the right, at any time, to terminate the Purchase Order, or any part thereof, for its sole convenience. In the event of such termination, Seller shall immediately stop all work thereunder and shall immediately cause any supplier or subcontractor to stop work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination or any costs incurred by Seller, its suppliers or subcontractors, which Seller could reasonably have avoided. If it should be determined that Buyer improperly terminated the Purchase Order under paragraphs (a)-(d) of this Section 11, such termination shall be deemed to be for Buyer's convenience.

f. Remedies Non-Exclusive. The rights and remedies of Buyer provided in this Section 11 shall not be exclusive and are in addition to any other rights or remedies provided for under the Purchase Order, these Terms and Conditions, or under law.

12. Seller Support to Buyer:

Seller agrees to provide Buyer with all assistance, advice and training reasonably required to permit the Buyer to use and operate the Products. Seller warrants that the Products purchased under the Purchase Order, including any subassemblies and spare parts, shall be available to Buyer and its customers during the operational life of the Products purchased. In the event Seller discontinues manufacture of the aforementioned Products, subassemblies or spare parts and does not provide for another qualified source, Seller shall make available to Buyer all drawings, specifications, data and know-how which will enable Buyer or its customers to manufacture or procure said Products under a royalty-free license which is hereby granted. Seller shall support the Products purchased hereunder during the operational life of the Products. Said support includes, but is not limited to, technical service and maintenance of Seller's stock of subassemblies and spare parts as may be required to be purchased by Buyer to support the operation of the Products.

13. Non-Solicitation; No Hiring:

During the term of the Purchase Order, and for 6 months thereafter, Seller will not directly or indirectly solicit for employment or performance of computer services, or hire or contract with, any employee, Seller or subcontractor ("Staff") of Buyer who becomes known to Seller in connection with performance hereunder. In the event Seller, or any affiliate of Seller hires or contracts with any Staff of Buyer contrary to this Section, Seller agrees to pay to Buyer, as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which such Staff received from Buyer during the last six (6) month period preceding such hiring or contracting. If such Staff worked for Buyer for a period of fewer than six (6) months, the payment will be six (6) times the average monthly compensation for the period worked.

14. Documentation Reproduction:

Buyer shall have the right to reproduce all instructions, manuals or other materials provided by Seller in connection with the Products, provided that the reproduction is solely for its internal use.

15. Taxes:

Unless otherwise agreed in writing, or prohibited by law, Seller shall pay and has included in the price any federal, state or local tax, transportation tax or other tax required to be imposed on the Products.

16. Confidential Information:

Seller agrees that any and all information related to Buyer's business (including that of all corporate affiliates) is "Confidential Information," and Seller agrees to limit access and use of such Confidential Information to those individuals who (i) need to know it and (ii) shall use reasonable care to protect all Confidential Information. Seller will not permit the duplication or disclosure of any such Confidential Information to any person (other than an employee of the Seller who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the Buyer in writing. Seller shall not advertise or release any statement mentioning Buyer or the fact that Seller has contracted to furnish Products to Buyer without the prior written consent of Buyer. Upon completion, Seller shall return all Confidential Information to Buyer. Notwithstanding the foregoing, Buyer shall have the right to use any information concerning Seller's Products, manufacturing methods, or processes which Seller shall disclose to Buyer without restriction during the performance of the Purchase Order.

17. Assignment:

Seller shall not assign or subcontract its obligations under the Purchase Order, in whole or in part, or any interest therein, without Buyer's written consent. If Buyer consents to any assignment or subcontract, Seller shall remain liable and responsible for all of its obligations hereunder, and shall guarantee performance by its assignee or subcontractor.

18. Relationship of the Parties:

In performing under the Purchase Order, Seller shall be an independent contractor, and nothing in the Purchase Order shall be construed as creating or establishing any other relationship between the parties. Seller shall, at its own expense, comply with all laws and regulations and assume all liabilities or obligations imposed by any laws or regulations with respect to its employees and the Products furnished pursuant to the Purchase Order.

19. Amendment or Modification:

These Terms and Conditions, together with any terms and conditions contained in the Purchase Order, may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer's Purchasing Department. Each shipment received by Buyer shall be deemed to be received only upon the Terms and Conditions contained herein, notwithstanding any terms and conditions contained in any order, acknowledgement, invoice or other writing received from Seller and notwithstanding Buyer's act of acceptance or payment for any shipment. No course of dealing or usage of trade shall be applicable unless expressly stated and agreed to on the face of the Purchase Order by an authorized representative of Buyer's Purchasing Department.

20. Returns and Stock Rotation:

Buyer will be permitted to return products for any reason within 90 days of delivery to Buyer. Returns will be sent within thirty (30) days of Buyer's receipt of a return authorization number from Seller and will not be subject to restocking or handling fees.

21. Audit:

Seller shall keep complete and accurate records of all costs of performance under the Purchase Order, which shall be subject to inspection and audit by Buyer in the event of termination or equitable adjustment or with respect to any Purchase Order for which the price is based on time and cost of materials.

22. Miscellaneous:

a. Use of Name. Neither party shall use the name of the other for advertising or other such purposes without the prior written approval of the other party.

b. Applicable Law. The Purchase Order shall be governed by the laws of (and all actions hereunder shall be brought in) the State of New York (excluding conflict of laws principles) and the parties consent to the jurisdiction of the federal courts of the Eastern District of the State of New York, including such state's Uniform Commercial Code, except that, to the extent any provision of the Purchase Order shall be inconsistent therewith, the terms of this Purchase Order shall be controlling. Seller agrees that any dispute or cause of action which arises in connection with the Purchase Order shall be brought before a court of competent jurisdiction in the State of New York and hereby consents to the personal jurisdiction of such court and waives any argument with respect to venue or convenience of forum. Pending resolution of such dispute, Seller shall proceed with performance of its obligations under the Purchase Order, and with any written directions of Buyer.

c. Instructions. During the term of the Purchase Order, the Seller will, and will be responsible for ensuring that its employees, servants, and agents will, whenever on the Buyer's premises, obey all reasonable instructions and directions issued by the Buyer.

d. Severability. Any invalidity, in whole or in part, of any provision of the Purchase Order shall not affect the validity of any other of its provisions.

e. Notices. Legal notices to Buyer shall be deemed given when delivered by certified mail to CA, Inc., One CA Plaza, Islandia, NY 11749, Attention: Legal Department. Any other notice of a general business nature shall be deemed given when sent by U.S. mail, by fax, recognized overnight courier service or electronically, to the same address, marked: Attention: Procurement Department. Unless otherwise agreed to by the parties in writing, all notices to Seller shall be deemed given when sent by U.S. mail, by fax, recognized overnight courier service or electronically to the Seller's address which appears on the face of the Purchase Order.

f. Waiver. No term or provision hereof shall be deemed waived or modified and no breach excused unless such waiver, modification or consent shall be in writing and signed by the party claimed to have waived or consented.

g. Duration. The provisions of this Purchase Order shall continue to be applicable notwithstanding the transfer of title to the Products.

h. Entire Agreement. The Purchase Order, as supplemented by the Terms and Conditions, constitutes the entire agreement between the parties relating to the purchase of the Products, regardless of any inconsistent or additional terms in any other document, and supersedes all previous understandings, negotiations and proposals.

i. Compliance with Laws.

(a) Seller warrants that it is in compliance with all applicable import or export laws and regulations. Seller will otherwise comply in any and all respects with all applicable laws, ordinances, rules and regulations and other legal requirements that apply to this Agreement.

(b) Seller will not use any payment or other benefit derived from CA to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to an employee, officer or other person acting in an official capacity for any government or agency or any political party, party official or candidate for political office.

(c) Seller will at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Seller shall at its expense obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Seller shall adhere to CA rules and policies and disseminate current information and materials as announced or provided from time to time by CA to Seller. Seller shall comply with Buyer's Code of Ethics and Business Conduct at all times.

j. Order of Precedence. In the event of a conflict between the terms contained herein and any Purchase Order issued by Seller, the terms and conditions of this Purchase Order shall control the transaction.

23. Affirmative Action Compliance:

Buyer, as a federal contractor, requires its suppliers and subcontractors, unless they are exempt, to comply with the equal opportunity clause requirements of 41 C.F.R. sec. 60- 1.4, paragraphs 1 through 7 (affirmative action regulations pursuant to Executive Order 11246, as amended) and the affirmative action clauses of 41 C.F.R. sec. 60-741.4 (affirmative action regulations regarding the disabled pursuant to the Rehabilitation Act of 1973), and 41 C.F.R. sec. 60-250.4 (affirmative action regulations regarding disabled veterans and veterans of the Vietnam Era pursuant to the Vietnam Era Veterans Readjustment Act of 1974), which are incorporated herein by reference.

24. Data Protection; Privacy:

The personal information Buyer collects will be used to process information relating to the Products and to facilitate payment. This information is being accessed by Buyer in the United States and will not be provided to any third party other than as required to perform Buyer's obligations. If you do not wish to transfer this information, please do not execute this Purchase Order. For further information about how your data will be used, see our privacy policy located at <http://www.ca.com/us/privacy.aspx>.



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Exhibit A

Travel and Expense Reimbursement Procedures

Sellers and external consultants are expected to adhere to Buyer's internal travel policy. For assistance in booking travel arrangements you may contact Buyer's Travel Group at 1-800-343-8781, press 2. If making your own arrangements, you should exercise the same care in incurring travel related expenses as an individual would when traveling for personal reasons.

When submitting any invoice for reimbursement, break out by day and enter all of your expenses into appropriate categories and submit your expense report for reimbursement. For example, a hotel bill should be entered in the following manner:

Room Cost and Tax - Lodging
Meals - Meals
(room service, hotel restaurant bills charged to room, etc.)

Air Travel

The lowest logical airfare should be accepted whenever possible. Only coach or Tourist Class is reimbursable.

Transport to and from Airport and Hotel

Evaluate the trade-offs from both economic and convenience points of view before using taxi, limousine or rental car. A car service should not be used if the cost exceeds the total cost of parking and mileage to/from the airport

Hotel

The actual cost of a hotel room plus applicable taxes is reimbursable. In room movies, hotel dry cleaning, and hotel room charged phone calls are not reimbursable. Phone cards (i.e. MCI) must be used to make phone calls, and Buyer will reimburse for 1 phone call per day.

Rental Cars

Compact or intermediate class cars are to be rented. If more than two people are traveling together a full size 4 door class may be used. As a general rule luxury, premium, sports cars, trucks or vans are not to be rented for company business. Rental car cellular telephone charges are not reimbursable. Be sure to refuel the rental car before returning it.

Mileage

Mileage will be reimbursed at the current IRS rate in effect for consultants using their own cars to perform work for Buyer.

Meals

During travel that requires an overnight stay, Buyer will reimburse for dinner and breakfast meals including soft drinks and tips to a maximum of \$50.00 per day provided that receipts are attached. All food and entertainment expenses of \$15.00 or more must be charged to your credit card. Buyer will not reimburse any charges submitted for \$15.00 or over unless they are accompanied by an original credit card receipt. Food bills under \$15.00 must be submitted with a REGISTER RECEIPT (not the bottom stub of a check). The name of the establishment must be clearly noted (hand written if necessary), on the register receipt. Bar bills are not reimbursable items.

Dry Cleaning and Laundry

Dry cleaning and Laundry bills are not reimbursable.

Tips

Although tips for chamber maids and sky caps are at your individual discretion, good judgment should govern your decision. Generally, tips should not exceed \$2/night and \$1/bag.

Receipts

Copies of hotel and airfare receipts must be submitted and all expenses need to be itemized on an expense invoice.

Exorbitant expenses, altered receipts and/or discrepancies between the information listed on the report and the receipt indicates a problem and leads to a request for additional information and explanations, subsequently delaying reimbursement.

A cash register receipt will only be accepted for meals under \$15.00. Anything \$15.00 and over should be accompanied by a credit card receipt.