

Specific Program Document for Maintenance (“Maintenance SPD”)

The CA Support offering (“Maintenance”) listed below is provided by the CA entity (“CA”) through which you acquire this Maintenance under the following terms and conditions. These terms shall be effective from the date you purchased Maintenance.

CA Support Offering: CA Extended Support

CA Extended Support Terms

In order to obtain CA Extended Support for a CA software product or products, you must be and remain an active CA Support customer for the duration of the term for which you acquire CA Extended Support. CA Support is provided in accordance with the CA Support Policy and Terms, which is available at <http://support.ca.com> and is hereby incorporated by reference. (All capitalized terms herein shall have the definitions set forth in the CA Support Policy and Terms unless otherwise defined herein). CA Extended Support is provided in addition to the services described as CA Support and is not available to the extent that CA is not required to provide CA Support. (For purposes of Section 10 of the CA Support Policy and Terms, CA Extended Support is deemed to be “CA Support”.)

Applicability of CA Extended Support

CA Extended Support is offered for certain designated CA software product Versions and/or Releases which have been officially retired and have reached their End of Service (“EOS”) or End of Life (“EOL”). You are only eligible to receive CA Extended Support if you remain current on all applicable licensing and maintenance fees and are otherwise compliant with your applicable contractual obligations.

Scope of CA Extended Support

In addition to the support services provided as part of CA Support, CA Extended Support consists of technical support for certain designated CA software Versions and Releases installed at designated installation sites, for which CA Extended Support has been purchased (“Covered Programs”). CA Extended Support will be provided for the Covered Programs telephonically, online and via email, provides specific services above CA Support to include the following:

- ✓ Direct access to technical support via CA Support Online or telephone.
- ✓ 24x7x365 support for production environment Severity 1 issues.
- ✓ Access to existing published Fixes and solutions.
- ✓ Assistance with developing Workarounds to problems as a permanent solution.

Exclusions

- ✓ Support for altered or modified versions of the Covered Programs.
- ✓ Development and distribution of additional Service Packs for the Covered Programs.
- ✓ Development and distribution of new Fixes for the Covered Programs.
- ✓ Support or review of enhancement requests related to the Covered Programs.
- ✓ Porting of code from any CA Generally Available (“GA”) software product Version or Release down to the Version or Release of any of the Covered Programs.
- ✓ Certification of Covered Programs with:
 - New Versions or Releases of CA software products that interfaced with the Covered Programs at the time CA Extended Support was purchased
 - New third-party software product releases, operating systems, and/or hardware
- ✓ Support for Covered Programs running in an operating or hardware environment that CA did not certify when the Covered Programs were GA.



- ✓ Support in operating environments utilizing third-party software or hardware where support for the third-party software or hardware is no longer commercially available and a problem with the Covered Program is suspected to be within, or as a result of, the third-party software or hardware.

Additional Terms for CA Extended Support

- (a) You will not offer employment to, or otherwise seek to induce, any CA employee providing or connected to CA Extended Support to leave CA's employment during the term of CA Extended Support and a period of twelve (12) months thereafter, without prior written permission from CA.
- (b) Covered Programs must be maintained at the Version, Release, or Service Pack levels as specified at the date when You purchased Extended Support.
- (c) CA reserves the right to select and assign support engineers and other support resources as it deems appropriate in the fulfillment of this SPD. In addition, CA shall be entitled to utilize employees or sub-contractors to act as support engineers and your consent shall not be required for the appointment of a sub-contractor to perform CA Extended Support.