**CA, Inc., 520 Madison Ave., New York, NY US 10022, Tel: 800 225 5224 (“CA”)**

**THIS PRE-RELEASE AGREEMENT (“AGREEMENT”) GOVERNS YOU AND YOUR COMPANY’S (COLLECTIVELY “YOU” AND “YOUR”) USE AND EVALUATION OF THE PRE-RELEASE CA PRODUCT AND RELATED DOCUMENTATION AND PRODUCT INFORMATION (TOGETHER THE “PRODUCT”), AS WELL AS YOUR PARTICIPATION IN RELATED PRODUCT INFORMATION SESSIONS SUCH AS SPRINT REVIEWS, USER EXPERIENCE SESSIONS, ETC. BY DOWNLOADING OR USING THE PRODUCT OR OTHERWISE ACCEPTING THIS AGREEMENT IN THE MANNER INDICATED, YOU AGREE TO BE BOUND BY ITS TERMS. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU REPRESENT AND WARRANT YOU HAVE THE AUTHORITY TO DO SO. IF YOU DO NOT HAVE AUTHORITY OR IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT YOU MUST NOT DOWNLOAD, INSTALL OR USE THE PRODUCT.**

1. **Product**

License. The Product made available to you under this Agreement will be specified in the CA order form or similar document (the “Transaction Document”). If the Product is made available to you for installation, CA grants you a revocable, non-sublicenseable, non-transferable license to use the Product during the time specified in the Transaction Document (“Testing Period”) with any hardware supplied by CA (if any) for testing purposes only. CA may also provide you access to the Product and/or related information remotely (*e.g.*, web session, teleconference, etc.) or via live Product demos.

Restrictions. The Product may only be installed at the address you provided in the Transaction Document. You are expressly prohibited from using the Product in a live production environment, for development or for other commercial purposes. You may not (a) copy, in whole or in part, the Product(s) (except for reasonable archival purposes), (b) modify, reverse compile, reverse engineer, reverse assemble, benchmark or perform competitive analysis on the Product(s) except solely to the extent permitted under applicable law without the possibility of contractual waiver, or (c) distribute, disclose, market, rent, or lease the Product(s) to third parties, without the prior written consent of CA.

Ownership. Title and ownership of the Product will at all times remain with CA. This Agreement does not grant you any license or rights relating to the Product except as expressly stated herein.

Feedback. You agree that CA may use any feedback provided by you related to a Product for any CA business purposes (including but not limited to, reproduction and preparation of derivative works based upon such feedback and distribution of such derivative works), without requiring consent or payment.

1. **Term & Termination**

Either party may terminate this Agreement and/or any Testing Period hereunder with reasonable notice.

You may be invited to evaluate more than one Product or release from time to time via multiple Transaction Documents that will be governed by this Agreement. The Testing Period for a Product will terminate at the earlier of (a) the end of the specified Testing Period or (b) when CA makes the Product commercially available.

Within seven (7) days after the termination of the Testing Period you must either return to CA or destroy the Product and all related materials. You may, however, retain a copy of the Product in archival format for a reasonable period should it be archived in accordance with your standard archival procedures. If requested by CA, you agree to certify such return or destruction in writing. If hardware is supplied to you with the Product by CA, you must return the hardware to CA or CA’s designated supplier.

1. **Confidential Information**

In performance of this Agreement, you may have access to know-how, trade secrets and other confidential information of CA, including the Product (“Confidential Information”). You agree to keep all Confidential Information confidential and not permit anyone to have access to such Confidential Information other than your company’s authorized employees. You agree not to copy, disclose, publish, display or otherwise make available the Confidential Information, or any information gained from your use of the Confidential Information to any third party, except as expressly allowed hereunder, without CA’s prior written consent. You agree to protect the Confidential Information and any copies thereof in a manner consistent with your obligations herein, which in any event is not less than reasonable care.

During the Testing Period, if you provide any materials or other information to CA, you warrant and represent that you have all the necessary rights to provide these materials to CA. Notwithstanding the above, you shall not provide CA access to any personally-identifiable information.

1. **Warranty & Limitation of Liability**

The Product is a pre-release version of the Product. CA does not guarantee that the commercially available release, if any, will be identical to the pre-release version. YOU AGREE THAT CA MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MATERIALS PROVIDED HEREUNDER AND THAT IN NO EVENT WILL CA BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DAMAGES, LOSS OR LIABILITY, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, LOSS OR LIABILITY, TIME, MONEY OR GOODWILL WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM OR RELATED TO YOUR OR ANY OTHER PERSON’S USE OF SUCH MATERIALS WHETHER IN CONTRACT, TORT, OR BREACH OF STATUTORY DUTY OR OTHERWISE TO THE EXTENT PERMITTED BY LAW. ALL MATERIALS PROVIDED BY CA HEREUNDER ARE “AS IS” AND WITHOUT WARRANTY OF ANY NATURE.

1. **Product**

You acknowledge that the Product(s) are subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agree to comply with all applicable import and export laws and regulations and further agree that the Product 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.

1. **Miscellaneous**

Assignment. This Agreement may not be assigned to any third party directly or by operation of law without CA’s prior written consent.

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

Audit: You agree to provide records reasonably requested by CA including certified copies of statements or records sufficient to provide auditable verification of your compliance with the terms of this Agreement. CA, or an independent third party engaged by CA and bound by a non-disclosure agreement, shall have the right, on reasonable notice to you, to conduct an audit remotely or onsite at your company and/or its affiliates’ facilities during regular business hours to verify your compliance with this Agreement.