
BROADCOM MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS

For any Order for a “CA Offering” (your purchase of on-premises software, SaaS, related Maintenance/Support, Services, and/or Education for CA and Symantec branded solutions) for an end user utilizing a fully executed agreement by and between CA and such end user: Any prior CA party to Your fully executed CA Agreement shall be replaced, if not already the contracting party with the following entity: (a) North America – CA, Inc.; (b) Latin America excluding Brazil – CA, Inc.; (c) Brazil – CA Programas de Computador; (d) Europe, Middle East and Africa – CA Europe Sarl; and (e) Asia Pacific and Japan – CA (Singapore) Pte Ltd.

Customer may terminate this Agreement as well as any and all other agreements under which You have procured any CA Offering (including Symantec offerings but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all transaction documents (or any order forms or other ordering documents) in effect between the Parties as of the date of termination (collectively, for purposes of this section, the “Agreement”), without cause and without further charge or expense at any time, immediately upon written notice to CA sent to usage.reporting@broadcom.com. On or after the termination date, with the exception of any fully paid-up Perpetual Licenses if the termination is effective after the initial Term, Customer must either: a) delete all full or partial copies of the CA software (including Symantec software) from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to CA all full or partial copies of the CA/Symantec Software. Once Customer’s verification or the CA/Symantec software copies are received, CA will pay Customer a pro-rata refund of any License, SaaS and/or Support fees Customer pre-paid (the “Refund Fees”) in accordance with the paragraph below. Refund Fees will be calculated on the number of months remaining in the Term of the applicable transaction document. If the CA/Symantec Software is licensed under a Perpetual License, Customer will receive a pro-rated refund of the License Fee paid to CA only if notice of termination is issued during the initial Term of the applicable Transaction Document. Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither party shall have further obligations under the Agreement, except that the parties shall remain bound by the dispute resolution, choice of law, confidentiality, title, warranty, limitation of liability, termination, and import export obligations and any other survival obligations in the Agreement. Refund Fees will be paid within sixty (60) days to Customer (or CA Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the CA Partner and Customer), from the termination date, and any unpaid fees reflecting the Services (defined as may be applicable: software license, SaaS and maintenance for purposes of this section) delivered prior to the termination date.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that CA shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any CA Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End

User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

MIGRATION

End User understands that CA may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the CA Software and Maintenance, located at CA's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

SOFTWARE SUPPORT AVAILABILITY

End User understands that CA may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which CA will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

PERSONAL DATA

Customer acknowledges and agrees that CA will process Personal Data as part of the provision of the CA Offerings in accordance with CA's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. Customer hereby authorizes CA to make necessary transfers of Personal Data and that any CA Affiliates and subcontractors may process such Personal Data for the purposes of providing the CA Offering contemplated under the End User Terms. CA complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where CA is a processor for Customer under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, CA's processing shall be subject to and in accordance with CA's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: [https:// www.broadcom.com/company/legal/privacy/data-](https://www.broadcom.com/company/legal/privacy/data-)

[transfers](#) for international data transfer incorporated therein. Customer has been advised that during the term of this Order CA will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.