

Memorandum



Date: September 1, 2022
To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
From: Daniella Levine Cava *Daniella Levine Cava*
Mayor
Subject: Request for Approval of a designated purchase under Contract No. L8255-0/22, CA Master Software Licensing and Maintenance Support Services

Agenda Item No. 8(F)(14)

Summary

This item is recommending the approval of a designated purchase to extend the term of the contract by three years with additional expenditure authority, to allow the Information Technology Department to continue purchasing licenses, maintenance and support services for the CA Integrated Database Management System (CA IDMS) tool utilized by the County's mainframe applications. As modernization efforts of legacy mainframe applications are completed, the dependency on the CA IDMS tool will be reduced.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize this request to approve Supplemental Agreement No. 1 under *Contract No. L8255-0/22, CA Master Software Licensing and Maintenance Support Services*) as a designated purchase for the Information Technology Department (ITD). Approval of a designated purchase, by a two-thirds vote of the Board members present, is being requested pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to authorize additional time of three years and expenditure authority in the amount of \$5,332,866. This contract is utilized for the purchase of software licenses as well as maintenance and support services for the CA IDMS.

SBD reviewed this project pursuant to Implementing Order 3-41 and determined a No Measure is appropriate. There were no adverse findings relating to contractor responsibility.

Background

The County awarded this legacy contract on July 23, 2019, for a three-year term under Resolution No. R-818-19 to continue purchasing licenses, maintenance and support services. The CA IDMS programming language, database tools and related products were acquired by the County in the early 1980's. Since then, the CA IDMS related toolset has become an integral part of the County's core business set of applications through its implementation in over 30 database application systems. There are efforts underway to modernize the CA IDMS databases, which are estimated to take three to five years to complete. While these efforts are in progress, the IDMS applications and databases need to be fully licensed.

CA IDMS provides an automated monitoring of applications and provides integrations between various systems. ITD uses the CA IDMS functionality to support the core County mainframe applications that run millions of transactions annually including: Building and Zoning System, Code Enforcement System, Clerk's Financial System, Criminal Justice System, Inmate Profile System, Parking Violation System, Traffic Information System, Value Adjustment Board System, and Property Tax Assessment System.

Competition is not practicable due to CA, Inc. being the copyright holder and the sole provider of CA IDMS, and, as such, no other vendor is capable of delivering the required licenses and associated maintenance and support services. The requested allocation will cover licensing, maintenance fees, and support services for a three-year term. As the County continues to modernize its legacy software

application portfolio and migrate away from mainframe applications, reliance on this software will be reduced or eliminated.

Accordingly, it is in the County’s best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County to continue purchasing software licenses and associated maintenance and support services for the CA IDMS.

Scope

The impact of this item is countywide in nature.

Delegated Authority

The County Mayor or the County Mayor’s designee will have the authority to exercise all provisions of the contract, including any renewals, cancellation or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The contract term expires on September 30, 2022 and has a current cumulative allocation of \$4,804,386 for a term of three years. If this request is approved, the contract will have a modified cumulative allocation of \$10,137,252 and will expire on September 30, 2025. The requested increase in expenditure authority is based on the needed licenses and maintenance and supports services for the current software. The additional expenditure for this year was approved by the Board as part of the fiscal year 2021-2022 County budget.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
Information Technology	\$4,804,386	\$5,332,866	\$10,137,252	Internal Service Funds	Julian Manduley
Total:	\$4,804,386	\$5,332,866	\$10,137,252		

Track Record/Monitor

Dr. Lydia Osborne of the Internal Services Department is the Procurement Contracting Manager.

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
CA, Inc.	1320 Ridder Park Drive San Jose, CA	None	Thomas H. Krause, Jr.

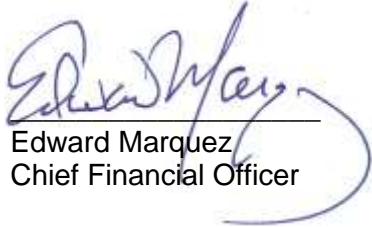
Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department’s Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply as the services to be procured are not covered services under the Ordinance.

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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Edward Marquez
Chief Financial Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(14)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present , 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(14)
9-1-22

RESOLUTION NO. _____

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING SUPPLEMENTAL AGREEMENT NO. 1 EXTENDING TERM OF CONTRACT THREE YEARS AND INCREASING EXPENDITURE AUTHORITY IN AN AMOUNT UP TO \$5,332,866.00, FOR A MODIFIED TOTAL CONTRACT AWARD TO CA, INC. OF \$10,137,252.00 FOR CONTRACT NO. L8255-0/22 FOR THE PURCHASE OF CA MASTER SOFTWARE LICENSING AND MAINTENANCE SUPPORT SERVICES FOR THE INFORMATION TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, EXTENSION OR CANCELLATIONS PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve Supplemental No. 1, in substantially the form attached hereto and made a part hereof, extending the term of the contract three years and increasing expenditure authority in an amount up to \$5,332,866.00 for a modified total contract award to CA, Inc. of \$10,137,252.00 for Contract No. L8255-0/22 for the purchase of CA Master Software Licensing and Maintenance Support Services for the Information Technology Department, pursuant to section 2-8.1(b)(3) of the County Code, by a two-thirds vote of the Board Members present.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to exercise all provisions of the contract, including any renewal, extension or cancellation provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38. A copy of the original contract is available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|---------------------------------------|------------------------|
| Jose “Pepe” Diaz, Chairman | |
| Oliver G. Gilbert, III, Vice-Chairman | |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Eduardo W. Gonzalez

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **L8255-0/22**

Contract Title: **CA Master Software Licensing and Maintenance Support Services**

Contractor: **CA Inc.
1320 Ridder Park Drive
San Jose, CA 95131**

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract, and shall:

Whereas, the County desires to modify the Contract through this Supplemental Agreement No. 1 by extending the term of the Contract; and

Whereas, Article 5, "Contract Term", provides the Contract may be extended beyond the initial term through mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioner; and

Whereas, the Contract is set to expire on September 30, 2022, and it is the desire of the County and the Contractor to extend the Contract beyond the initial term;


Now therefor, in consideration of the premises contained herein, the parties hereto agree to the following modifications to the Contract:

1. The Contractor hereby agrees to provide maintenance and support services, as described in Appendix A of the Agreement, beyond the current term, and hereby extends the term for an additional three (3) years to have an expiration date of September 30, 2025.
2. The Contractor hereby agrees to the maintenance support fees for the additional three (3) years hereby incorporated in this Agreement as Attachment A-1 and the maintenance support will be provided in accordance with Exhibit A (Maintenance Policy Handbook).

All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. L8255-0/22 for CA Master Software Licensing and Maintenance Support Services.

Contractor

By: 

Name: **Dorothy Urbancik**

Title: **Director, Sales Accounting**

Date: **5/11/22**

Miami-Dade County

By: _____

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Rochelle Loftin 5/11/22
Corporate Secretary/Notary

Attest: _____
Clerk of the Board

Corporate Seal/Notary



Approved as to form
and legal sufficiency

Assistant County Attorney

Attachment A-1

Effective Date of this Order Form: 10/1/2022	Order Form #: 00326488.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)
Customer Name: MIAMI-DADE COUNTY INFORMATION TECHNOLOGY DEPARTMENT (which may be referred to as "Customer" or "You" or "Licensee")	Customer ID No: 5224546
Customer Address: 5680 SW 87Th Ave, Miami, FL, US, 33173-1618	
Billing Address: MIAMI-DADE COUNTY, FINANCE DEPARTMENT, Miami, FL, US, 33128	
Billing Contact: Julian Manduley	Billing Contact E-mail: jmandul@miamidade.gov
Shipment Address: 5680 SW 87Th Ave, Miami, FL, US, 33173-1618	
Shipping Contact: Julian Manduley	Shipping Contact E-Mail: jmandul@miamidade.gov
Territory: US	
Name of Governing CA Contract: CA, Inc. Master Software, Services and Maintenance Support Agreement effective as of October 1, 2019 and all amendments thereto (the "Governing Contract")	For Customer Administrative Purposes Only: A PO is Required. PO #:
County Contract No.: L8255-0/22 CA Contract No.: 62950	
CA Maintenance ("CA Maintenance" may also be referred to as "CA Support" or "Support") will be provided in accordance with the applicable policy or guidelines attached hereto as Exhibit A.	

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this Order Form to CA prior to 5 PM on the Effective Date, however this provision shall be null and void and have no legal effect if this Order Form is countersigned by CA.

Payment Profile (USD)

Payment Date	Total Fees Due
10/1/2022	\$1,686,338.43
10/1/2023	\$1,775,714.37
10/1/2024	\$1,870,812.33
Total	\$5,332,865.13

All amounts are exclusive of taxes which will be payable in addition to the fees listed above.

Mainframe CA Software Information

Mainframe CA Software	License Type*	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
MIM Resource Sharing for z/OS Plus	Subscription	1,219 MIPS	10/1/2022	9/30/2025	Yes
InterTest for CICS for z/OS Plus	Subscription	1,219 MIPS	10/1/2022	9/30/2025	Yes
Disk Backup and Restore MIPS	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No
IDMS Schema Mapper Option	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No
Panvalet	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No
EDP Auditor	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No
IDMS Performance Monitor Option MIPS	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No
Dispatch MIPS	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No
IDMS/DB for z/OS Plus	Subscription	1,219 MIPS	10/1/2022	9/30/2025	Yes
IDMS Presspack MIPS	Subscription	1,219 MIPS	10/1/2022	9/30/2025	No

*With respect to perpetual licenses, Start Date and End Date refer to the start date and end date for Support.

**If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form.

Mainframe CPU Information

As of the Effective Date of this Order Form Customer is running the Mainframe CA Software with the Authorized Use Limitation as listed in the above grid on the following CPU(s):

Make	Model	Serial Number	Location
IBM	8562-J02	02-97367 2828-P02	5680 Sw 87Th Ave, Miami, FL, US, 33173-1618
IBM	8562- K02	02-97377 2828-P02	

Customer's Authorized Use Limitation is based on the full MIPs capacity rating of the CPUs listed above.

Product Deliveries

Any CA Software (including Symantec branded offerings) identified with "NO" under the heading entitled "Ship" above was previously delivered to Customer by CA and therefore will not be delivered to Customer again. CA Software (including Symantec branded offerings) identified with a "YES" will be delivered to Customer following execution of this Order Form. The CA Offerings, (and any hardware components if included within this Order Form), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from CA's shipping point as indicated in this Order Form or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any CA hardware, if included, will pass upon point of delivery to Customer's carrier at CA's shipping location. For non US customers, title to the hardware product transfers when the product leaves the national territory of the US.

Payment Information

Notwithstanding anything contrary in the Governing Contract, payment terms will be net thirty (30), date of invoice. CA reserves the right to change credit or payment terms at CA's discretion if Customer's financial condition or previous payment history so warrant. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to CA on the business day immediately prior to such date. CA will send Customer an invoice containing the applicable wire transfer instructions at least thirty (30) days prior to each respective due date. Customer shall wire payments and payment remittance in accordance with the wire transfer instructions on the invoice. Customer shall notify CA in writing within five (5) days after receipt of any invoice that is materially deficient and in good faith prevents Customer from making timely payment. If and when appropriate, CA shall issue a revised invoice as soon as practically possible, which will remain payable on the original due date or such later date as CA may provide on the revised invoice.

Purchase Order Requirement

Customer shall issue and provide CA a purchase order ("PO") for either: (1) the full term and total fees that are due or (2) individual POs that correspond to each payment in Payment Schedule table set forth above to cover the full term. The first PO must cover the initial term in the Payment Schedule and must be provided contemporaneously with the execution of this Order Form. Subsequent POs must be provided prior to the payment dates set forth in the Payment Schedule table.

Failure to timely remit payment of all amounts set forth in the Payment Profile after written notice by CA and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law and the Governing Agreement, relieve CA of any and all support obligations hereunder and all Customer subscription use rights shall be suspended until payment is tendered at which time use rights and support shall recommence. CA reserves the right to impose late fees as may be permitted by law on any past due amounts.

Ordering Instructions

By referencing this Order Form on your order, it is agreed that ALL the terms of this Order Form are binding and, shall supersede any additional or modified terms and conditions, including any pre-printed terms of the order which shall have no force and effect.

Mainframe Reporting

For all CA mainframe software, Customer shall provide to CA via upload to scrt.broadcom.com within seven (7) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe environment. For Customers running CA mainframe VSE/VM software, Customer shall provide to CA via upload to scrt.broadcom.com annually on or before each anniversary date a listing of the manufacturer, model, serial number and LPAR names of each CPU located at, or remotely accessing, each Customer Site.

Stabilized Products

Notwithstanding anything contained herein or in the Governing Contract to the contrary, Customer understands and acknowledges that IDMS Schema Mapper Option, EDP Auditor and Dispatch MIPS (the "Stabilized Products") have been stabilized by CA which means that, although CA is currently providing telephone support for such CA Software, CA is not providing enhancements, or new releases or modifications of the Stabilized Products. Customer agrees that CA has no obligation to provide any such enhancements, modifications or new releases and that no charge for the same has been included in the fees payable under this agreement.

CA Audit

Within thirty (30) days of CA's written request, Customer agrees to furnish CA with such information and access to its facilities and its Affiliates' facilities and records as CA may reasonably request in order to verify its compliance with this Order Form and the Governing Contract. Such audit shall take place no more than once per twelve (12) month period and only during regular business hours on Customer business days.

Additional Export Requirements

In furtherance of Customer's contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, Customer certifies that (a) Customer is not, and no affiliate of Customer is, a military end user of China, Russia, or Venezuela for products with ECCN starting with 5D992, and (b) Customer will not transfer or resell any such products to any person, entity, or environment where Customer knows or should have knowledge that such products are intended or likely to be used by a military end user of China, Russia, or Venezuela.

Publicity

CA is authorized to use the Customer trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases.

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 Agreement. 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-transfers> for international data transfer incorporated therein. Customer has been advised that during the term of the Agreement 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.

Entire Agreement

This Order Form, the Governing Contract and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the parties concerning the subject matter is superseded in their entirety. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) this Order Form; (2) CA's global Data Processing Addendum (DPA) to the extent one is in place between the parties; (3) the applicable SPD or PUR, Statement of Work, or SaaS Listing or Service Description; (4) the Governing Contract. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from this Order Form and the Governing Contract (including without limitation pre-printed terms) shall be deemed null and void. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA.

**MIAMI-DADE COUNTY INFORMATION
TECHNOLOGY DEPARTMENT**

CA, INC.

Signature: _____

Signature: 

Name: _____

Name: **Dorothy Urbancik**
Title: **Director, Sales Accounting**

Title: _____

Title: _____

Date: _____

Date: 5/11/22

Exhibit A - Maintenance Policy Handbook



Broadcom® Software Broadcom Maintenance Policy Handbook

Reference Manual

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Chapter 1: Guiding Principles

Maintenance is designed to protect and maximize a customer's investment in Broadcom® products. This policy handbook sets forth guidelines for doing business with Broadcom and describes Broadcom policies relating to the new purchase and renewal of entry-level maintenance offerings for Broadcom products as follows:

- On-premises software (perpetually licensed and subscription including ancillary CA Technologies, A Broadcom Company supplied hardware)
- On-demand software (SaaS)

The term "maintenance" refers to deliverables of Broadcom software's entry-level maintenance offerings for software and hardware products.

All policies referred to herein are applicable globally, and to all Broadcom customers.

Customers with questions related to any aspect of a Broadcom policy should contact their reseller, Broadcom sales representative, or Broadcom customer assistance.

1.1 Not in Scope

This policy does not apply to:

- Software products acquired by Broadcom pursuant to an acquisition of a company or product line (each, a merger and acquisition company) are not included until such time as the products from such merger and acquisition are designated by Broadcom to be covered by this policy by offering standard Broadcom maintenance/support offerings for such products.

Chapter 2: Policy

2.1 Maintenance Offerings

This section describes Broadcom's maintenance offerings and the policies related to accessing and using these offerings.

2.1.1 Entry-Level Offerings

Broadcom provides a range of entry-level maintenance offerings for its software and hardware products.

2.1.1.1 Software Products (Perpetually Licensed and Subscription)

Maintenance includes the following deliverables as standard for the maintenance or subscription term:

- Essential Support.
- Operational Assistance
- Security content updates (for products that require such updates)
- Version upgrades
- Product updates (patches, enhancements, fixes)
- Alternative or replacement products that Broadcom may include as part of maintenance
- Documentation
- Self-Service Support (Customer Support Portal)

Maintenance is required on an ongoing basis and must be renewed for software products to access content updates for optimal real time functionality.

Broadcom makes available Essential Support during the maintenance term for all Generally Available Versions and Releases of CA Software that Broadcom have not been designated as End of Service ("EOS") or End of Life ("EOL")

Maintenance must be purchased and renewed on a per-license basis meaning that every perpetual software license must have a corresponding maintenance purchase and to receive maintenance for a product which is subject to a perpetual license then all instances of that product must be subject to maintenance.

Maintenance purchased or renewed for one product title cannot be used to support a different product title.

Maintenance offerings and levels cannot be mixed for the same product title at the same customer location.

2.1.1.2 CA Technologies Supplied Hardware

Broadcom's entry-level Hardware Support provides a comprehensive set of support options designed to meet customer hardware needs. All options (Standard, Standard Plus, Advanced, Premium Plus, and Software Support) include the following:

- 24x7 technical support either by phone and online
- Online resources (Customer Support Portal)
- Major, minor and maintenance releases of operating system software
- Hardware replacement services per the purchased Hardware Support option:
 - Standard: Return to Factory (RTF)
 - Standard Plus: Same Day Shipment (SDS)

- **Advanced: Next Business Day Delivery (NBD)**
- **Onsite Advanced: Next Business Day Delivery with Onsite Technician (NBD Onsite)**
- **Premium Plus: 4 Hour Arrival, 7 Days a Week (24x7x4hrs)**
- **Onsite Premium Plus: 4 Hour Arrival, 7 Days a Week with Onsite Technician (24x7x4hrs Onsite)** A corresponding hardware support option must be ordered at time of product purchase. Hardware support options can be purchased using the desired Service Level SKU. Onsite support is not available for all locations, the request will be evaluated at purchase to confirm if the installed location has the onsite support option available.

Broadcom requires that equipment of the same product type located at a customer site, and operating under the same operational requirements, (for example, equipment in production, equipment in a lab/test environment, and so on), is covered under the same hardware support level. The level of support being renewed must match the original support contracted.

For equipment where the hardware support level already in place at a customer site is not offered as an available option, the available support option closest to the level already under contract must be chosen. All hardware support options are not available for all equipment. Refer to the Hardware Support, [Option Availability by Product](#) document. Broadcom will only provide support for hardware product(s) under a hardware support contract or covered under warranty, as identified by the serial number.

2.1.2 Partner Support

For certain Broadcom products, customers may obtain entry-level maintenance offerings from Broadcom Authorized Partners and not directly from Broadcom. The Broadcom Partner Program allows partners with an existing technical support infrastructure and service business model to team up with Broadcom's Global Support Centers (GSCs) to offer technical support to end user Customers (End Users). Such providers must be certified by Broadcom, and are expected to invest in the necessary tools, training and certifications.

Support Partners sign support contracts with their End Users to provide frontline support (Level 0 and Level 1 Support) and a corresponding backline support contract (Level 2 Support) with Broadcom.

For more information on Broadcom's Partner Program, contact your Broadcom representative.

2.2 Essential Support Terms and Conditions

The following terms and conditions apply for Essential Support.

2.2.1 Customer Obligations

Eligibility: To remain eligible for Essential Support, you must (i) have a current maintenance agreement, (ii) be using a currently supported version of the Solution, and (iii) install the Solution in a supported configuration in accordance with the documentation. Broadcom cannot provide Essential Support if you do not notify Broadcom of a problem during the Maintenance term.

Technical Data: You shall provide reasonable assistance to Broadcom when receiving Essential Support, which may include providing data from the solution, or such other information as may be reasonably required by Broadcom to provide Essential Support.

Supported Configuration: You shall operate the solution in an environment that solely consists of supported operating systems, hardware platforms, software solutions and applications, firmware levels, databases, devices, device drivers, and Broadcom custom-developed scripts and other configuration elements, as defined in your documentation, or that Broadcom has otherwise approved in writing, as working in conjunction with and/or supporting the solution.

Data and Recovery: With regard to on premise offerings, you are solely responsible for management of your data back-up, data recovery, and disaster recovery measures. Broadcom will not be responsible or held liable for your internal processes and procedures to ensure the protection, loss, confidentiality, or security of your data or information. You will maintain an unmodified copy of all Solution(s) and all related documentation, archival files and configuration files necessary to reinstall, reconfigure, or reconstruct any lost, altered or damaged solution. Broadcom and its authorized service representatives will not be liable for any claims and liabilities relating to or arising out this section.

2.2.2 General Support

Essential Support generally includes:

- Chat, telephone and online access to technical support, where available*
- Ability to submit new incidents 24x7x365,
- 24x7x365 continuous support for Severity 1 incidents,
- 24x7x365 access to CA Support Online, and
- Interactive remote diagnostic support.

* Subject to compliance with local legal requirements, and as permitted, telephone calls may be monitored and used by Broadcom Support for training purposes.

Broadcom provides Essential Support to address problems where a solution does not substantially conform to its documentation where used in accordance with its documentation and in a supported configuration. Broadcom reserves the right to decide how a resolution may be delivered and in what time frame. If you report a problem and demonstrate a non-conformance with solution documentation that can be duplicated by Broadcom and that is not addressed by a software update, Broadcom will aim to resolve such non-conformance. Such resolution may include a workaround or other temporary or permanent fix. In some cases a workaround is the final resolution. Broadcom does not represent or warrant that all non-conformities of the solution will be corrected. Broadcom reserves the right to incorporate any resolutions provided to you into future versions of the solution, in its sole discretion.

Broadcom shall make available from time to time through the Customer Support Portal, at no charge to you, documentation and other resources as Broadcom determines, as well as succeeding revisions designed to enable you to install, maintain and operate the solution, as made generally available and provided by Broadcom. You will receive access to Broadcom's knowledge base on the Customer Support Portal to enable you to perform technical self-service for commonly known problems and fixes to correct such problems. The knowledge base may include technical bulletins, management tools and such other information as Broadcom provides from time to time, in its sole discretion.

All Essential Support will be provided in accordance with the processes set forth on the Customer Support Portal, including without limitation, the valid submission of cases, priority rules, information and assistance required, escalation paths, workarounds, and such other processes and information as Broadcom requires to perform the Essential Support. Please note that each problem must be represented by a unique support case.

Broadcom is not responsible for any delay or inability to provide Essential Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages, including, but not limited to, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Broadcom did not supply, or denials of service or any events outside of Broadcom's reasonable control.

2.2.3 Support Exclusions

The scope of the Essential Support is expressly included in your maintenance option. Any other support is deemed excluded. Without limiting the foregoing, you shall not receive Essential Support:

- For execution of product upgrades, installation, configuration, or implementation of any Broadcom products
- For Solutions not purchased through Broadcom or an authorized reseller
- For solutions maintained or repaired by anyone other than Broadcom personnel or Broadcom authorized representatives
- For a problem if you failed to notify Broadcom of the problem during the maintenance term
- For any third-party products not provided by Broadcom, including but not limited to, installation, configuration and maintenance of third-party products and interoperability of Broadcom solutions with third-party applications, or other services
- To the extent you obtained non-Broadcom technical support through a Broadcom partner and/or separate service provider
- Which in the reasonable opinion of Broadcom is necessitated because the solution: (i) has been subject to deliberate act, accident, neglect or misuse, modification, improper programming, power failure or surge, unsuitable physical or operation environment or other than normal use or causes; (ii) utilizes workarounds, components or technology not provided by Broadcom; (iii) is used in a configuration which does not support such solution, or in an environment that is not approved for use with the solution, or in which Broadcom has not verified that the solution will operate; or where the solution has been tested and is known not to work, or work with limited functionality; or (iv) has not been used and maintained in accordance with the documentation.
- In the form of solution training, security solutions enablement, security advisory, managed security or implementation services or the like, and which are available for separate purchase, unless Broadcom deems such work to be necessary to resolve a specific case.

2.2.4 Essential Support Delivery

Methods of support delivery are described in the following sections:

2.2.4.1 Technical Inquiries

24x7 continuous support is available for eligible customers for severity 1 problems only. Lower severity issues are addressed during **normal business hours**.

2.2.4.2 Non-technical Inquiries

Customers may phone Broadcom during regional business hours or log a non-technical case 24x7 through the [Customer Support Portal](#).

2.2.4.3 How to Report a Problem

- Severity 1 problems must be logged by chat or telephone where available.
- Severity 2, 3, and 4 problems can be logged through the [Customer Support Portal](#).

2.2.4.4 Support Response Times

While problems of all severities may be logged on a 24x7 basis, case-handling priority is given to severity 1 problems. Lower ranked severities are addressed within regional business hours. Depending on the time of the day a problem is logged therefore, a response may not be provided until the next regional business day.

Problem Severity	Severity Level Definitions	Initial Call Service Level Objective
Severity 1	A problem has occurred where no workaround is immediately available in one of the following situations: (i) your production server or other mission-critical system is down or has had a substantial loss of service, or (ii) a substantial portion of your mission-critical data is at a significant risk of loss or corruption.	1 hour
Severity 2	A problem has occurred where a major functionality is severely impaired. Your operations can continue in a restricted fashion, although long-term productivity might be adversely affected.	2 Business Hours
Severity 3	A problem has occurred with a limited adverse effect on your business operations.	4 Business Hours
Severity 4	A problem where your business operations have not been adversely affected.	8 Business Hours

2.2.4.4.1 Assigning Severity Levels

As a designated contact, you are responsible for determining the initial severity level of each problem you log with us. The severity level reflects your assessment of the potential adverse impact to your business and needs to match the definitions described above.

If we determine that the severity level assigned to your case does not align with our definitions, we will re-categorize it to reflect those definitions. As your case progresses, the seriousness of your problem may change and may no longer match the initial severity level you assigned. In such cases, we will also reclassify your case, to reflect our definitions, and will handle your case in accordance with the corrected severity level.

2.2.4.4.2 Continuous Efforts

Eligible customers may request that Broadcom provides "continuous efforts" to work on a severity level 1 case. Continuous efforts means that our technical support personnel will provide uninterrupted efforts 24 hours a day including weekends and holidays to address a severity 1 case.

If you request continuous efforts, our ability to provide such continuous efforts will depend on the availability of your designated contact to continue problem resolution. If you do not request continuous efforts, or if your designated contact is not available to help us, work on your case will stop at the end of your regional business hours and resume at the start of the next business day for your region. Continuous efforts will generally be performed in English outside of regional business hours where we may provide specific language support.

NOTE: Our initial efforts will focus on making your Broadcom product operational, and there may be temporary degradation in performance while we continue to work to address your problem. Continuous efforts apply to severity 1 problems only.

2.2.5 Case Handling

If you identify a problem with your product, you should contact us through the [Customer Support Portal](#), chat, or phone where available (severity 1 cases only) to open a technical support case as described in [Section 2.2.4, Essential Support Delivery](#) above. Once verified as eligible for technical support, you will need to provide us with all relevant diagnostic information that we may require to replicate or address your problem—such as product or system information, log files, configuration information, error messages, and details about your releases or software version upgrades installed.

You will need to initiate a separate case for each problem, and we will assign a unique case identification number (case number) to each case in our global tracking system.

2.2.5.1 Opening a Case

When you wish to open a case, you are required to provide your Broadcom support ID or serial number. One of our technical support engineers (TSEs) will prompt you for additional information about the problem you are reporting. Broadcom uses this information to categorize your case and route it to the appropriate support staff to address the problem.

Your case will be logged in our technical services case tracking system, at the severity level indicated by you and you will be provided a case number. You will need to use this case number in all future interactions with us about that case.

2.2.5.2 Information Required

- Provide us with the following information when reporting a problem and ensure you have direct access to the systems you need us to troubleshoot:
 - Your identity
 - Your Broadcom support ID (the unique set of letters or numbers assigned at the time of purchase)
 - Company name, contact information, and location
 - Confirmation that you are a designated contact for the Broadcom product in question
 - Name, email address, phone and extension, or pager number
 - A concise summary of the problem you are experiencing:
 - Product information
 - System type and operating system/version
 - Software or hardware serial numbers
 - Network and RDBMS platform
 - System configuration
 - Software revision levels
 - Node ID/Host ID (if applicable)
 - Event and process information:
 - Logs
 - Traces
 - Screen dumps
 - Severity level: See [Section 2.2.4.4.1, Assigning Severity Levels](#) and assign a severity level for your problem.
- Through the [Broadcom Enterprise Customer Support Portal](#) (severity 2, 3, 4 problems). When you log a case through the Broadcom Enterprise Customer Support Portal, you will need to follow this basic three step workflow:
 - Select a product
 - Provide details
 - Submit the case

2.2.5.3 Monitoring and Updating a Case

The TSE managing your case will update you on your case's status and maintain a current plan of action. You are able to monitor the status of the case and interact with the assigned TSE through the [Customer Support Portal](#).

If you need to contact technical support regarding an open case, you will need to provide your case number. You may also update your open support case or raise a case concern through [Customer Support Portal](#).

2.2.5.4 Case Closure

We will close a case under the following circumstances:

1. We have provided a solution that addresses your problem
2. You have told us that you no longer need us to work on the problem
3. We both agree to close the case
4. We have repeatedly tried to contact you about your problem and you do not respond
5. We make a good faith determination that the problem is likely not resolvable even with the investment of reasonable time and resources
6. We determine that your product is operating materially in accordance with its documentation
7. We have explained that we may consider addressing your problem in a future release
8. We feel the problem is not caused by the Broadcom product
9. A workaround mitigates the issue

If you still need assistance on the same problem after we have closed a case, you may open a new case, which we will cross-reference with your original case.

2.2.6 Support Resources

Broadcom offers extensive support resources.

2.2.6.1 Self-Service Options

- **Customer Support Portal:** Your online resource for all enterprise technical support-related needs and non-technical inquiries. First-time users will need to create an account. Once logged on you can search our technical support knowledge base, or create, submit, track, manage, and close technical support cases. Learn how to log a [support case](#).
- **Knowledge Base:** Search our technical support knowledge base to find solutions and perform self-help.
- **Documentation:** Access product documentation including user guides, release notes, and technical briefs.

2.2.6.2 Communities Forum

Broadcom Connect Community: Use the Broadcom Community forum on a 24x7x365 basis, to meet other customers to collaborate, learn and share best practices, network, and stay up to date on the latest Broadcom products. By joining a group in the Broadcom Community, you have the ability to engage in online conversations with users and stay up to date on current news and events.

2.2.6.3 Diagnostic Tools

Symantec Diagnostic tool (SymDiag) SymDiag is a multi-product, multi-language diagnostic, and security analysis utility. SymDiag is designed to provide self-help support for Symantec software technical issues, zero-day threat analysis, best practice recommendations, and proactive services to customers. If further assistance is needed, SymDiag lowers customer effort and increases support efficiency by providing automated data gathering and support case submission.

2.2.6.4 Subscriptions

- **Notifications:** Broadcom support alerts are subscription-based, allowing customers to subscribe and unsubscribe at any time to bulletins about any Broadcom product. Available alerts generally include the following but may vary slightly from product to product:
 - Hot fixes
 - Maintenance packs
 - Major and minor releases
 - New products
 - General support topics: A notification is sent for general topics such as version support policies for products, the introduction of new services, and changes to existing services.
- **Broadcom Service Status:** Subscribe to incident and maintenance notices for your Broadcom cloud service

2.2.6.5 Language Cover

Broadcom provides technical support in English. We will use commercially reasonable efforts to provide non-English language support during regional business hours, subject to our having available resources. For more information, refer to the list of [global contact numbers](#).

2.3 End-of-Service and End-of-Life Policy

End of Service (EoS) and End of Life (EoL) refers to the process of discontinuing a version of a product or a product in its entirety respectively.

Broadcom declares EoS and EoL when it determines that it will no longer:

- Sell or renew.
- Provide operational or technical support.
- Develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering, including:
 - A version or release of the software offering.
 - A particular operating system, platform, application, or database for the designated software offering.

When a Broadcom software offering has been designated as EoS or EoL, previously published service packs and fixes will continue to be available as part of self-service support for the duration of your remaining agreed-upon maintenance period.

Broadcom will make reasonable efforts to provide you with a minimum of a twelve (12) month notice prior to the EoS or EoL date of a Broadcom software offering or a specific version or release. As available, notifications of a Broadcom software offering's status may include upgrade path information. When organizations are running Broadcom software offerings that are subject to an EoS or EoL notice, Broadcom strongly encourages these customers to upgrade to a GA version or release on or prior to the EoS or EoL date. EoL notifications may include information regarding options for migrating to an alternative or replacement offering from Broadcom, if such options are available. An alternate or replacement Broadcom software offering may provide similar or, in some cases, enhanced functionality.

2.4 Stabilization

Stabilization refers to the process of ending new enhancements, versions, releases, development, or service packs, but other operational and technical support features remain in effect. The features and functionality of a stabilized product are frozen at the current version or release level.

Customers will receive notification when a Broadcom software product becomes stabilized. The notification may also include information regarding options for migrating to an alternate or replacement Broadcom software offering, if such options are available. An alternate or replacement Broadcom software may provide similar or, in some cases, enhanced functionality.

2.5 Advanced Support

For customers who require a more advanced level of support, Broadcom provides Advanced Support offerings. The focus is on timely, and accurate issue resolution by placing a product or product family expert at the center of the customer's tailored support experience.

2.5.1 Designated Support Engineer Offering

For a specific product solution, the designated support engineer provides technical support, delivers case reviews, oversees environment health checks, and provides proactive services such as knowledge sharing, life cycle planning and feature optimization.

2.6 Hardware Support Requirements and Restrictions

Subject to these support terms, Broadcom will provide technical support for hardware solutions under current maintenance at the service level purchased. Broadcom only provides support for hardware purchased through an official Broadcom channel. Broadcom will not provide support nor make any support contracts available for any equipment purchased through a distribution channel not authorized by Broadcom. Broadcom provides a limited, non-transferable warranty for its hardware products. Broadcom may, in its sole discretion, provide you with diagnostic documentation, spare parts, tools, test equipment, and other material used in performing technical support. All such items remain the sole and exclusive property of Broadcom. Broadcom grants no license, title, or interest in or to such items. You must immediately return such items to Broadcom upon request or, at Broadcom's option, grant immediate access to and facilitate Broadcom's recovery of such items.

2.6.1 Same Service Level Required

Hardware of the same type located at an installed location must be covered by the same service level. You must have both the chassis and all associated components covered under the same maintenance option.

2.6.2 Same Maintenance Term

If hardware is running a subscription of certain software, then the maintenance term for the hardware must be for the same dates as the maintenance term for the software.

2.6.3 Software Updates

You may only upload software updates onto hardware if you have current maintenance for the hardware at the time of installation of the software updates.

2.6.4 Hardware Inspection

Upon prior notice, Broadcom may conduct an onsite, physical, certification inspection before the start of any technical support delivery, under these support terms, to determine whether the hardware is in good operating condition when: (i) maintenance has lapsed for six (6) months or more and You request to reinstate maintenance for the hardware, or (ii) you did not purchase maintenance when You licensed or purchased the hardware and more than twelve (12) months have lapsed. If Broadcom determines that the hardware needs repair, after such inspection, due to your failure to adequately maintain the hardware, Broadcom will work with your selected reseller to provide you with an estimate for repair. An inspection certification charge will be applied and invoiced by the reseller at Broadcom's then-current rate for consulting services, and travel and other expenses will be additional. Any costs associated with the hardware inspection are non-refundable.

2.6.5 Site and Service Level Validation Approval

Certain maintenance options may not be available at certain installed locations, and service level options may vary between locations or by hardware type. To ensure that Broadcom can provide the maintenance options and service levels at the applicable installed location, a review by Broadcom to determine Broadcom's ability to meet hardware delivery times at your location for the hardware and applicable service level (Site Validation Approval) may be required if not already pre-approved by Broadcom prior to the acceptance of a maintenance order or a case. All service level commitments that include guaranteed expedited delivery times must be approved by Broadcom prior to entering into a contract for such service level options.

2.6.6 Installed Location Address Change

You must notify Broadcom in writing of any physical moves of hardware to a new location no less than ten (10) days in advance of the move. You must ensure Broadcom has accurate installed location address information for hardware covered by maintenance. Each change in hardware locations may require a new Site Validation Approval and may result in modifications to the service level available. Failure to provide accurate installed location(s) information may result in additional charges to provide technical support and delayed delivery times.

2.6.7 Hardware Replacement

Defective hardware will be replaced according to the terms of Broadcom's hardware warranty and/or your solution's maintenance service level, as applicable. All defective hardware and parts replaced by Broadcom will become the property of Broadcom.

2.6.8 Hardware Returns

You are responsible for hardware returns according to Broadcom's RMA policy and process located at <https://support.broadcom.com/external/content/release-announcements/CA-Support-Policies/9933>. Broadcom reserves the right to charge you for any defective hardware that is not received at Broadcom's specified return location within ten (10) business days of your receipt of the replacement hardware. If crossing international borders, proof of shipment is sufficient for proof of return. Your failure to return hardware promptly under these support terms will result in the suspension of technical support by Broadcom. Any suspension, for any reason, will not extend the maintenance term. Prior to returning any hardware to Broadcom, You must completely erase all of your confidential information from any storage media. Notwithstanding anything to the contrary, You shall indemnify and hold Broadcom harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising from your non-compliance with this provision.

2.7 Access to Maintenance Benefits

Customers must have current maintenance in order to access maintenance benefits including content updates, software version upgrades and technical support, both by phone and online; and in the case of hardware, hardware replacement/repair, and operating system upgrades.

If renewal is not completed prior to expiration, customers have no further entitlement to, and may not access any maintenance deliverables beyond the expiration date of the maintenance or subscription term.

Customers are reminded that use of Broadcom products and services is pursuant to any signed agreement or if no signed agreement, then the end user agreement published at www.broadcom.com/company/legal/licensing.

View related policies and maintenance documentation at support.broadcom.com.

Chapter 3: Confidential Information

For purposes of these support terms, "confidential information" means the non-public information provided by one party ("Discloser") to the other party ("Recipient") related to the business relationship between the parties, provided that such information is: (a) identified or marked as confidential at the time of disclosure by the Discloser, or (b) if the initial disclosure is not in written or other tangible form, the confidential information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential information of CA Technologies shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. The Recipient may use the confidential information that it receives from the Discloser solely for the purpose of performing activities contemplated under these support terms. For a period of five (5) years following the applicable date of disclosure of any confidential information, the Recipient will not disclose the confidential information to any third party. The Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the confidential information to its affiliates, agents, and subcontractors with a need to know in order to fulfill the purpose of these support terms, under a nondisclosure agreement at least as protective of the Discloser's rights as this agreement. This section imposes no obligation upon the Recipient with respect to confidential information which: (i) is or becomes public knowledge other than by breach of these support terms; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the confidential information. The Recipient may disclose the Discloser's confidential information as required by law or court order provided: (x) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (y) discloses only as much of the confidential information as is required. Each party will retain all right, title and interest to its confidential information. The parties acknowledge that a violation by the Recipient of its obligations with respect to confidential information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions.

Chapter 4: Export Regulation

Customer acknowledges that the technical support is subject to control under U.S. law, including the Export Administration Regulations and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the technical support (including documentation and technical advice) 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, nor be transferred or resold, if customer has knowledge or reason to know that the CA Technologies Offering(s) are intended or likely to be used for such purpose.

Chapter 5: Processing of Personal Data

You acknowledge and agree that CA Technologies will collect and process personal data as part of the provision, and your use, of the technical support pursuant to the Broadcom Global Privacy Statement (www.broadcom.com/company/legal/privacy). To the extent that the processing activities involved in the provision and/or your use of the technical support are subject to the EU Data Protection Legislation, then the relevant product transparency notice(s) and, where applicable, the Data Processing Addendum, made available at www.broadcom.com/company/legal/privacy shall also apply.

Chapter 6: General

CA Technologies reserves the right and You consent to CA Technologies' use of subcontractors to provide technical support. You may not assign the rights granted under these Support Terms, in whole or in part and whether by operation of contract, law or otherwise, without CA Technologies' prior express written consent. CA Technologies reserves the right to modify, amend or withdraw any of its technical support without notice prior to the end of the then-current Maintenance term, provided that such change shall not materially impact the scope of technical support under these support terms. Neither party is liable for failure or delay due to strikes, wars, acts of terrorism, fires, floods, natural disasters, labor shortages, government regulations, or other causes beyond its reasonable control. The section headings in these support terms are for convenience of reference only and shall in no way affect interpretation of these support terms. No person other than a party to the agreement will be entitled to enforce any term of it except as expressly provided in the agreement.