

Remote Deployment Services Statement of Work



OBJECTIVES

Client has requested that CA perform Remote Deployment Services detailed on an Open License Program Certificate executed with a third party reseller. Remote deployment means that no CA employees will be dispatched to the Client's location. All services will be performed over telephone or Internet connection to the Client's network.

Client is obligated to schedule the delivery of the Remote Deployment Services within one year of date of purchase. If there are any unforeseen delays in the execution of these documents, the Scope, Statement of Work, and/or Period of Performance may be adjusted based on mutually agreed upon terms between CA and Client.

PREREQUISITES

Client will make the following available to CA during the term of the engagement. Failure to meet any prerequisite could result in delays in meeting the Client's schedule requirements and may require additional charges:

- Sever or network must support modem dial-in access with NT RAS or Internet access directly or through Client's firewall or Proxy Server. Regardless which method is selected, CA reserves the right to decline service due to unreliable communications.
- Telephone Systems Access through Microsoft NT RAS or Internet access
- All prerequisite supporting system hardware and software resources installed at required release levels and working
- Product Media must be onsite and available.

WHAT TO EXPECT

Client will receive the installation of the software ordered pursuant to an Open License Program Certificate. The Client must sign and return this Statement of Work to CA in order to schedule the Remote Deployment Center (RDC) teleconference planning session.

TELECONFERENCE PLANNING SESSION

CA will complete a site environment questionnaire and schedule the date and time of the connectivity test. The site environment questionnaire reviews the management, technical and educational contacts, reviews the overall objectives of this engagements, reviews product usage standards and reviews the acceptance criteria. CA will install the software according to recommended defaults, based on information provided by Client during this session. Any variations to this implementation at time of deployment may incur additional charges and will require a change order.

CONNECTIVITY TEST

During this test we will attempt to connect to your network and establish connectivity to the necessary systems. Once successful, the actual deployment will be scheduled. At the agreed upon date and time, the Remote Deployment Center will contact you to begin the actual deployment.

ESCALATION PROCEDURES

During the course of the implementation, Client will have access to various CA resources to assist it in any issues that may need attention. In the event that Client is a licensee of CA software requiring routine support and maintenance services, the services described and to be provided as part of this Statement of Work supporting implementation of such software shall not address, and shall not be interpreted to include, any of such support and maintenance services which CA routinely provides as part of its software warranty under an Order Form and License Agreement. Should Client request that CA provide on-site or other services as part of support and maintenance, CA's agreement to provide such on-site services shall depend upon, and only be made available to Client under, a separate Statement of Work and for an additional payment based upon the description of the services to be performed.

PROJECT MILESTONES

Phase 1

- Client returns signed SOW/PSA form to RDC
- RDC Contacts Client for Teleconference
- Remote Connectivity test scheduled

Phase 2

- Connectivity Test Performed
- Deployment Scheduled

Phase 3

- Client contacted at scheduled time
- Client inserts Control It CD
- RDC connects and installs Control IT
- Client Reboots server
- Client installs Product CD
- RDC installs products

Phase 4

- RDC reviews installation logs
- Client tests installation
- Acceptance Signed

_____ Client Initials

INS03162448E

Remote Deployment Services Agreement



This Remote Deployment Services Agreement between _____ ("Client") located at _____ and Computer Associates International, Inc. ("CA") sets forth the terms and conditions pursuant to which CA shall deliver Remote Deployment Services for the benefit of Client.

SCOPE AND DELIVERY OF REMOTE DEPLOYMENT SERVICES

Pursuant to an order placed by Client with CA's third-party reseller and Client's execution of this Agreement, CA shall deliver remote deployment services to Client in accordance with the services description set forth on the reverse side of this Agreement ("Statement of Work"). No modification may be made to the Statement of Work without the written consent of the parties. To permit such services to be performed in accordance with the Statement of Work, Client hereby authorizes CA to deliver these services by permitting CA to have dial-in or Internet access to Client's data systems and network. Client agrees to timely perform all of its obligations set forth herein and in the Statement of Work, including, but not limited to, providing CA with access to all pertinent hardware, software, Client employees and facilities, and making reasonable efforts to facilitate completion of the Statement of Work and the timely delivery of the services.

LIMITED WARRANTY

CA warrants that it will utilize its best efforts to perform the remote deployment services set forth in the Statement of Work with employees who possess the appropriate skills to perform in accordance with the Statement of Work. CA further warrants that the services will comply with the specifications set forth in the applicable Statement of Work during the ten (10) day period following the completion of delivery of the services. CA will use its best efforts, consistent with industry standards, to cure any defect or nonconformity with such specifications during such period. CA does not undertake and shall have no responsibility or liability for the operation of Client's data systems and network after completion of the Statement of Work.

WARRANTY AND LIABILITY LIMITATIONS

EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA. IN NO EVENT WILL CA BE LIABLE TO CLIENT, CA'S THIRD-PARTY RESELLER, OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL, LOST PROFITS AND CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER OR FROM THE PERFORMANCE OR DELIVERY OF THE SERVICES. THE MAXIMUM LIABILITY OF CA HEREUNDER SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY CA FOR THE SERVICES PROVIDED HEREUNDER.

ENTIRE AGREEMENT

This Agreement, together with the applicable Statement of Work, represents the entire agreement between CA and Client with respect to the services, obligations, and responsibilities to be performed by the parties hereunder. CA and Client agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless initialed by an authorized signatory of CA and Client.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

CLIENT

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name, Title

Name, Title

Date

Date

Open License Certificate Number

CA Order Number