

The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

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**Quote Number :** CPQ-688909      **If issuing a PO, please ensure Quote # is referenced.**      **Quote Expiration Date:** May 31, 2021
 

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Effective Date of this Order	May 31, 2021		
Customer Name:	University of North Texas	Customer ID No:	5236595
Customer Address:	1155 Union Circle #311277 Denton TX 76203 US		
Billing Address:	1155 Union Circle #311277 Denton TX 76203 US		
Billing Contact:		E-mail:	invoices@untsystem.edu, lilia.libardi@broadcom.com
Shipment Address:	1155 Union Circle #311277 Denton TX 76203 US		
Shipping Contact:	. Accounts Payable	E-mail:	invoices@untsystem.edu
Governing Contract(s):	To be governed by the terms in contract # 50486992		

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<b>On-Premise Software:</b>									
<b>Prior Contract No</b>	<b>Product Name</b>	<b>Product Code</b>	<b>Transaction Type</b>	<b>License Type</b>	<b>Serial #</b>	<b>Authorized Use Limitation</b>	<b>Start Date</b>	<b>End Date</b>	<b>Environment</b>
50486992	CA Automic Applications Manager Windows Agent	AAMWAG990	Renew	Perpetual	1	11 Agent	May 31, 2021	May 30, 2022	Production Limited Use
50486992	CA Automic Applications Manager Automation Engine Linux	AAMAEL990	Renew	Perpetual	1	2 Instance	May 31, 2021	May 30, 2022	Non Production
50486992	CA Automic Applications Manager Automation Engine Unix	AAMUEL990	Renew	Perpetual	1	2 Instance	May 31, 2021	May 30, 2022	Non Production
50486992	CA Automic Applications Manager Linux Agent	AAMLAG990	Renew	Perpetual	1	7 Agent	May 31, 2021	May 30, 2022	Production
50486992	CA Automic Applications Manager Windows Agent	AAMWAG990	Renew	Perpetual	1	7 Agent	May 31, 2021	May 30, 2022	Production
50486992	CA Automic Applications Manager UNIX Agent	AAMUXA990	Renew	Perpetual	1	7 Agent	May 31, 2021	May 30, 2022	Production
50486992	CA Automic Applications Manager Linux Agent	AAMLAG990	Renew	Perpetual	1	11 Agent	May 31, 2021	May 30, 2022	Production Limited Use
50486992	CA Automic Applications Manager UNIX Agent	AAMUXA990	Renew	Perpetual	1	5 Agent	May 31, 2021	May 30, 2022	Non Production
50486992	CA Automic Applications Manager UNIX Agent	AAMUXA990	Renew	Perpetual	1	11 Agent	May 31, 2021	May 30, 2022	Production Limited Use
50486992	CA Automic Applications Manager Linux Agent	AAMLAG990	Renew	Perpetual	1	5 Agent	May 31, 2021	May 30, 2022	Non Production
50486992	CA Automic Applications Manager Windows Agent	AAMWAG990	Renew	Perpetual	1	5 Agent	May 31, 2021	May 30, 2022	Non Production
50486992	CA Automic Applications Manager Automation Engine Linux	AAMAEL990	Renew	Perpetual	1	1 Instance	May 31, 2021	May 30, 2022	Production Limited Use
50486992	CA Automic Applications Manager Automation Engine Windows	AAMAEW990	Renew	Perpetual	1	1 Instance	May 31, 2021	May 30, 2022	Production Limited Use

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50486992	CA Automic Applications Manager Automation Engine Windows	AAMAEW990	Renew	Perpetual	1	2 Instance	May 31, 2021	May 30, 2022	Non Production
50486992	CA Automic Applications Manager Automation Engine Unix	AAMUEL990	Renew	Perpetual	1	1 Instance	May 31, 2021	May 30, 2022	Production Limited Use

**Payment-Schedule USD (Tax not included):**

Due Date	Amount Due
May 31, 2021	\$29,561.10
<b>Total Fees</b>	\$29,561.10

For any CA offerings, former local selling entities have been consolidated and accordingly, the CA selling entity quoting the CA offerings to You shall be deemed the successor in interest to any such local selling entity on any agreements with You.

**ORDERING TERMS AND CONDITIONS AND GOVERNING TERMS**

The CA Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the CA shipping point stated in this Order or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, and import clearances. You agree to pay any sales, use, value added, consumption, ISS, PIS, COFINS and any similar taxes in addition to the fees when such payments are due. You (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

The procurement and use of these CA offerings are governed by these ordering terms and conditions as well as the Governing Contract(s) as amended, including by the Additional Terms hereon (collectively, the "Governing Contract(s)"). Any terms that may appear on Your purchase order that vary from or purport to add to the Governing Contract(s) (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

**TERMINATION FOR CONVENIENCE**

The following clause hereby amends the referenced master and applies to all pre-existing transactions currently in place between the parties.

Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect or whether or not related to this Agreement) under which Customer may procure any CA offering (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](mailto: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 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](mailto:usage.reporting@broadcom.com), or b) return to CA all full or partial copies of the CA Software. Once Customer's verification or the CA Software copies are received, CA will pay Customer, or CA Partner, a pro-rata refund of any License, SaaS and/or Support fees Customer or CA Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of months remaining in the Term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the CA Software copies are received) of the Transaction Document eligible for the refund. If the CA Software is licensed under a Perpetual License, Customer, or CA Partner as appropriate, 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 obligations within the Survival section of this Foundation 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 date Customer's verification or the CA Software copies are received, and any unpaid fees reflecting the CA offerings delivered prior to the termination date shall become immediately due.

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#### **ADDITIONAL EXPORT REQUIREMENTS**

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

#### **PAYMENT INFORMATION**

Notwithstanding anything contrary in the CA Agreement, payment terms will be net 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 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 AND PAYMENT**

Customer shall issue and provide CA a Purchase Order ("PO") or series of POs for the full term and total fees that are due contemporaneously with the execution of this Transaction Document. Failure to timely remit payment of all amounts set forth in the Payment Schedule shall after written notice by CA and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, 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.

#### **ANNUAL FEE INCREASES**

During the term set forth above, CA may increase the fees hereunder for the Licensed Software up to 10% annually by providing Customer with advance notice including through pricing notices posted at CA support site no less than 90 days prior to such changes taking place but in no event will CA purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided).

#### **ASSIGNMENT**

Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement without the prior written consent of the other Party, except that CA shall have the right to assign the Agreement 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 Agreement relates. Subject to the foregoing, the Agreement 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**

Customer understands that CA may migrate a previously licensed software ("Original Product(s)") to a new software product ("Migrated Product(s)"). It is the Customer's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. Customer 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, Customer 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 Customer 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**

Customer 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 ("Software Support Availability"). Prior to acceptance of this Order, Customer 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 Customer 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>.

## **Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.