Appendix to the data sheet “ServiceContract Software”

Introduction
The Technical Appendix supplements the data sheet "Service Contract Software" and is valid for the following software product:

- CA-Broadcom Enterprise Software

CA is hereinafter referred to as the "software manufacturer".

Service Offer
The following service offer applies to the above-mentioned software product:

- ServiceContract Classic Service time 9x5

Scope of Service
The services described in the ServiceContract Software data sheet are valid.

Cooperation with the Software Manufacturer
If there is no correction or bypass available to eliminate a suspected or diagnosed product error or workaround, this will be escalated to the software manufacturer (according to the "Lifecycle Policy" described below) for further diagnostics to solve the problem.

Lifecycle Policy
The software manufacturer maintains a "Lifecycle Policy" for the software products as part of which the end-of-support is announced for the products or product versions which reach the end of their lifecycle (see Notes).

The services described can only be provided for the current products or for product versions according to the "Lifecycle Policy" of the software manufacturer.

Software Corrections
A software correction (patch, hot fix or single correction) covers the elimination of software errors in current software versions according to the "Lifecycle Policy" of the software manufacturer.

The software corrections can be requested via the Fujitsu Service Desk.

New Software Versions
This service is offered for the above software products in the ServiceContract.

After the product release by the software manufacturer, the new software versions can be requested via the Fujitsu Service Desk.

Service Period, Reinstatement
The contracted service period shall always be deemed to start with the date of purchase of the software product. In case the services are procured at a later stage and/or for a later period, the service fees due for the period between the date of purchase of the software product and the scheduled service start date (Period without Service coverage) will have to be additionally paid, despite the fact that for this period no service coverage existed. The same shall apply for interim periods during which the services for the software product were canceled or suspended if and insofar such service is procured and taken up again at a later stage. In addition, Fujitsu reserves the right to verify the serviceability of the product prior to accepting a service responsibility and to charge additional fees for the resumption of the services for the software product (Reinstatement fees). All charges shall be made in accordance with the Fujitsu price list valid for the respective period in question.

Prerequisites
The service for software products can only be offered for current versions according to the "Lifecycle Policy" of the software manufacturer.

Notes
According to the "Lifecycle Policy" of the software manufacturer the customer is responsible for the up-to-dateness of the contracted software products.

Information from the software manufacturer about the "Lifecycle Policy", software corrections as well as new software versions is on the Internet as follows:

https://support.broadcom.com