

## CONFIDENTIALITY AGREEMENT

Computer Associates International, Inc. ("CA") and Peter Brennan ("Brennan"), through their undersigned counsel, hereby agreed that the following provisions shall govern the handling of all information contained in the documents (the "Documents") produced by CA in connection with Brennan's June 27, 2005 letter request for inspection and copying of certain books and records of CA (the "June 27, 2005 Letter"):

1. Subject to further agreement, all Documents shall be used solely for the purposes set out in the June 27, 2005 Letter.

2. CA may designate as "Confidential" any information that it has a good faith basis to believe embodies confidential information "Confidential Information".

3. CA will designate Confidential Information by stamping each page of a document containing such Confidential Information with the legend "Confidential."

With respect to multi-page documents which contain Confidential Information, the designation may be made by stamping only the first page thereof "Confidential."

Inadvertent failure to designate material as "Confidential" shall not be deemed a waiver of any claim of confidentiality as to such matter, and the same thereafter may be corrected by supplemental written notice.

4. Confidential Information may be disclosed to or made available only to the following "Qualified Persons" as defined herein. The term "Qualified Persons" means:

- (a) Brennan;
- (b) outside counsel for Brennan; and

(c) other persons only upon prior written consent of CA.

5. The term outside counsel includes staff who are assigned to and necessary to assist such counsel.
6. All Qualified Persons who have received Confidential Information pursuant hereto shall safeguard such information so as to prevent its disclosure to persons who are not Qualified Persons entitled to see such Confidential Information.
7. Unless otherwise agreed in writing by CA, all Confidential Information and all copies thereof shall be destroyed, and certified to CA as having been destroyed, or returned to CA within sixty (60) days after CA and Brennan's counsel agree in writing that this matter has been resolved. This Confidentiality Agreement shall continue to be binding upon the parties hereto, and upon all persons to whom Confidential Information has been disclosed or communicated.
8. The inadvertent production of any Documents shall be without prejudice to any claim that such material is privileged and/or protected from discovery as work product, and CA shall not be held to have waived any such claim by inadvertent production, provided that CA promptly advises Brennan's counsel of its position and identifies the documents to which the assertion is claimed. All inadvertently produced materials as to which a claim of privilege is asserted and any copies thereof shall be returned promptly by Brennan.

Dated: New York, New York

August 2, 2005

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