

## Specific Program Document (“License SPD”)

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2. **Program Name: CA LISA® Agent**

3. **Specified Operating Environment**

The CA Software's specifications and specified operating environment information may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). “Documentation” means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided with the CA Software (some or all of which may be in English only) and (b) with respect to Maintenance and warranty support: CA’s external policies covering the scope and nature of Maintenance and warranty support available to CA customers can be found at <http://www.support.ca.com>.

4. **Licensing Model**

The CA Software is licensed by the number of CPUs.

“CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously (“Virtual Machine Technology”).

When the Authorized Use Limitation is “CPU”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

## 5. Licensing terms

5.1. License grant. The license granted to Customer is a limited, non-exclusive, non-transferable and territory wide license. The "Territory" is specified in the applicable order form, in the section entitled "Territory". Customer's use of the license shall extend to use by Customer and Customer's Authorized End Users. "Authorized End Users" means Customer and Customer's Affiliate's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider). Use of the CA Software by Authorized End Users shall at all times remain Customer's responsibility and liability. Customer may use the CA Software for the operation of Customer's Affiliate's internal data processing where an "Affiliate" shall mean any entity for which Customer holds greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as Customer maintains that interest. Customer may transfer such CA Software to new hardware, site or location within the Territory upon prior written notice to CA and such transfer might be subject to the payment of additional fees to the local CA entity from which Customer has purchased the CA Software.

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6.2. Applicable Law. Both Customer and CA consent to the application of the same laws as are applicable to the contract through which Customer purchased the license of the CA Software to govern, interpret and enforce this License SPD without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this License SPD.

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Further to the above CA's liability to the Customer for indirect, special and consequential damages (including, without limitation, loss of profits, loss of business, loss of opportunity or loss of goodwill) shall be limited to damages which have been foreseeable and which can typically arise in connection with this Agreement

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