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2. **Program Name: CA Mainframe Suite for IBM Rational Developer for System z Unit Test**

(“RDz UT”)

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**

CA Software for IBM RDz UT Environment:

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CA ACF2™, CA ACF2™ Option for DB2
CA Aion® Business Rules Expert
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CA Compliance Manager for z/OS
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CA Datacom®
CA Deliver™
CA Disk™ Backup and Restore
CA Dispatch™
CA Easytrieve®
CA Endeavor® Software Change Manager
CA FileMaster™ Plus, CA FileMaster™ Plus IMS
CA Gen
CA Gener/OL
CA IDMS™
CA InterTest™ for CICS, CA InterTest™ Batch
CA JCLCheck™ Workload Automation



CA JobTrac™ Job Management
CA Librarian®
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CA Mainframe Software Manager™
CA NetMaster® File Transfer Management, CA NetMaster® Network Automation , CA NetMaster® Network Management for SNA, CA NetMaster® Network Management for TCP IP
CA Optimizer®/II
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CA Roscoe®
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CA Spool™
CA SymDump® Batch, CA SymDump® for CICS
CA Telon®
CA Top Secret®, CA Top Secret® Option for DB2
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6.3.2. In case of slight negligence CA shall, regardless of the reason for the liability, only be liable, if and to the extent of a violation of an obligation which is essential for the execution of this Agreement ("Kardinalpflicht"). In this case, CA's liability to Customer will be limited to damages which have been foreseeable and which can typically arise in connection with this Agreement.

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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6.4.2. If the defect cannot be cured within a reasonable period of time or if the rectification of the defect or replacement has finally failed, Customer shall have the right

(i) in case of a subscription license to have the fees agreed reasonably reduced and/or terminate immediately for cause, if the legal or statutory requirements are met;

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