

## Specific Program Document (“License SPD”)

1. CA Europe s.a.r.l. (“CA”) licenses to Customer the CA software program(s) listed below under the following terms and conditions. By using the CA Software, Customer confirms that Customer has read and agreed to these terms. “Customer” means the legal entity being granted the license to the CA Software under this License SPD, also referred to as “Client”, “Customer” or “Licensee”. “CA Software” means the program(s) licensed under this License SPD, and any fixes, patches, updates, upgrades, or other software provided to Customer as part of Maintenance. “Maintenance” means the maintenance and support services provided to Customer by the entity from which Customer has purchased the CA Software.

### 2. Program Name: CA Federation Manager

### 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

“Federate” means to link or bind two or more entities together, enabling identity, account, attribute, authentication, and authorization federation across different trust realms.

“Federation” means a relationship or an association between a specific system entity's identified users, partners or accounts.

“Federation Partner” means an internal or external entity (i) for which a unique federation configuration is required in order to join a Federation, and (ii) with whom Customer interoperates using Federation Manager, with or without SAML AA.

“Federation Partnership Licensee” means the Federation Partner designated by Customer as licensed to use SAML AA or Federation Manager in accordance with the provisions of the Agreement and who has agreed in writing to Customer terms and conditions substantially similar to the Federation Manager and SAML AA license provisions contained herein, as well as the confidentiality provisions contained in the Agreement. Such Federation Partnership Licensee shall not have any right to further copy, distribute, or otherwise transfer such software or any rights therein, notwithstanding any provision of the Agreement to the contrary. With regard solely to such Federation Partner's use of the Licensed Programs in accordance herewith, the term “Customer” in the Agreement includes such Federation Partner.

“Federation User” means any user who is allowed to use a Federation via the specific configuration of Federation Manager that Customer deploys. A Federation User shall not be counted more than once or on a concurrent basis.

### 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



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**Perpetual License:** A perpetual license to use the CA Software.

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6.1. Export Rules. Customer agrees that the CA Software is subject to export controls of the United States of America and import controls of any other country in which the CA Software may be used. Customer agrees to export, re-export or import CA Software only in compliance with such laws and controls.

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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6.3.2. CA's liability for damage to tangible personal or real property due to the negligence of CA shall be limited in aggregate to the sum of US\$500,000 per event or series of related events.

6.3.3. THE REMEDIES PROVIDED IN THE AGREEMENT ARE THE EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL CA BE LIABLE TO CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR

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6.3.4. The parties agree the limitations and exclusions herein are fair and reasonable in all the circumstances of the Agreement.

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6.4.1. CA warrants to Customer that: (a) it has the authority to grant Customer the rights and licenses mentioned herein and (b) for the period of 30 days after delivery of the CA Software and subject to the CA Software being used in an operating environment stated in the Documentation as supported by CA, the CA Software will materially conform to the specifications in the Documentation for such CA Software. If it is established that CA has breached the warranty in subsection (b) above, CA's only obligation and Customer's exclusive remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software; (2) replace the CA Software with CA Software that materially conforms to the specifications in the Documentation; or (3) terminate the CA Software license and arrange a pro rata refund of the fees that Customer has paid. Any refund of fees paid in accordance with the warranty provisions herein will terminate the license of the affected CA Software.

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