

## 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 confirm that Customer have 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 to from which Customer has purchased the CA Software.

2. **Program Name: CA Process Automation**

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 means the CA Process Automation software described herein in object code form only.

“Agent” means a single installation of the agent software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

“Orchestrator” means a single installation of the Orchestrator software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

“Connector” is the software program connecting the CA Software with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program.

“Premium Connector” means a Connector identified as “Premium” by CA.

“Custom Operator” means a type of automation object within the CA Process Automation Orchestrator that can be created to enhance, modify, or restrict the capabilities of an existing “Connector”.

“Process” means a type of automation object within CA Process Automation Orchestrator that contains connectors and other logical constructs that define a set of actions that will take place when the “Process” is executed by the Orchestrator.

“Process instance” means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular “Orchestrator”.

“Concurrent Processes” means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

“Power Pack” means a combination of Process definitions, Premium Connectors, Custom Operators and other automation objects that are packaged together to implement a specific solution.

The CA Software is licensed in different editions, which authorizes the use of the specified number of Orchestrators, Agents, Connectors, and Concurrent processes (the "Authorized Use Limitation"). The various editions are:

- CA Process Automation Player License includes: one Orchestrator, forty Agents, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator. This license requires the purchase of either a "Power Pack" or a Services contract for the implementation of a solution that will be executed by the Player. No new automation objects may be created with the Player License. Only modifications of the purchased Power Packs and any Services delivered content is allowed.
- CA Process Automation Express License includes: two Orchestrators, forty Agents, all non-Premium Connectors, and seventy-five Concurrent Processes per Orchestrator.
- CA Process Automation Standard License includes: two Orchestrators, unlimited Agents, three Premium Connectors, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator.
- CA Process Automation Enterprise License includes: unlimited Orchestrators, unlimited Agents, twenty Premium Connectors, all non-Premium Connectors, and four hundred and seventy-five Concurrent Processes per Orchestrator.
- CA Process Automation Level 1 Orchestrator includes: one Orchestrator and seventy-five Concurrent Processes per Orchestrator.
- CA Process Automation Level 2 Orchestrator includes: two Orchestrators and two hundred Concurrent Processes per Orchestrator.
- CA Process Automation Level 3 Orchestrator includes: three Orchestrators and four hundred and seventy-five Concurrent Processes per Orchestrator.
- CA Process Automation Premium Connector License includes the right to use a Premium Connector to connect to a single instance of the target application or system.
- CA Process Management for Workflows License includes: unlimited Orchestrators, five Agents, and three Custom Operators. No Premium connectors are available for purchase with this license. The only CA product connectors that are available are those associated with the product(s) providing the entitlement. This is a limited use entitlement and its use is restricted to the context of Workflows associated with the CA product(s) providing the entitlement. The component limits are not cumulative across multiple instances of the license at any individual customer.

The number of concurrent processes executing on any licensed Orchestrator may be exceeded as long as the total number of concurrent processes executing on all licensed Orchestrators is not exceeded. For example, if the license is for two Orchestrators with seventy-five Concurrent Processes per Orchestrator, one hundred Concurrent Processes could be utilized on one Orchestrator so long as only fifty Concurrent Processes are utilized on the second Orchestrator.

## **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 to which Customer has purchased the CA Software.

5.2 Type of license. The type of license Customer receives is designated in the order form for the CA Software and may include:

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Subscription License: A license to use the CA Software for a specific length of time as set forth in the applicable order form. When the license expires at the end of the applicable term, Customer, all Affiliates and Authorized End Users must stop using the CA Software if Customer has not obtained a new license.

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## **6. General Terms.**

6.1 Export Rules. The 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. The Customer agrees to export, re-export or import CA Software only in compliance with such laws and controls

6.2 Applicable Law. Both the Customer and CA consent to the application of the same laws as are applicable to the contract through which the Customer purchased the license of the CA Software to govern, interpret and enforce this License 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.

### 6.3 Limitation of Liability.

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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 THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

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

#### 6.4 Warranty.

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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