

Specific Program Document (“License SPD”)

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2. Program Name: CA Server 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

The CA Server Automation is licensed by the number of Physical Sockets. A “Physical Socket ” means an electrical component attached to a printed circuit board (“PCB”) and electrically interconnects a central processing unit (“CPU”) and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

Systems Performance for Infrastructure Manager (SystemEDGE) and Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Server Automation for use only with this product. Use of these components with other CA products requires a separate license for additional fees.

CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

5. Licensing terms

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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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