

Specific Program Document (“License SPD”)

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2. **Program Name: CA Wily Customer Experience Manager**
3. **(CA Wily CEM)**

4. **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>.

5. **Licensing Model**

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

“Wily Hardware” means the hardware server platform that is sold to you on your order form for purposes of operating the CA Software. Once you have paid the fees applicable to such Wily Hardware, title to the Wily Hardware shall pass to you. Risk of loss passes to you upon shipment of the Wily Hardware. A third party warranty services plan is included with your Wily Hardware purchase. For further information on this third party warranty services plan, please consult your local CA account representative. Any warranty coverage on the Wily Hardware is provided by the third party warranty provider and not CA. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Software at no additional charge.

6. **Licensing terms**

6.1. 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



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

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

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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7.2. 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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7.3.2. 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.

7.3.3. 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 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.

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

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7.4.1. 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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