

## Specific Program Document (“License SPD”)

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2. **Program Name: CA DLP**

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 Software, which includes CA DLP Enterprise Suite, CA DLP Platform & Surveillance, CA DLP Endpoint, CA DLP Stored Data, CA DLP Message Server and CA DLP Network, is licensed with an authorized use limitation of the number of Users as set forth on the Order Form . CA DLP Network and CA DLP Enterprise Suite (which includes CA DLP Network) require and may only be used on a licensed CA DLP Network Appliance.

“CA DLP Network Appliance” means the hardware that operates the CA DLP Network Software and is licensed with an authorized use limitation of the number of appliances as set forth in the Order Form. “User” means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless specified on the Order Form, a User shall not be counted more than once or a concurrent basis. Customer is responsible for the use of the CA Software by its contractors. The CA DLP Network Appliance is owned by CA and is provided to Customer for use solely to access and operate the CA DLP Network Software. Prompt replacement of the hardware for the CA DLP Network Appliance is included as part of support for any verified failures as determined by CA after consultation with Customer.

When CA Software is used to control access to multiple machines (physical and virtual), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation. A “virtual” PC or server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously

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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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.

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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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