

## Specific Program Document (“License SPD”)

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2. **Program Name: CA Infrastructure Management**

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 is licensed by the number of Devices specified in the Order Form (the “Authorized Use Limitation”). “Device” means a network-connected device that is managed by the CA Software and uses an Internet Protocol (“IP”) address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones.

When the Authorized Use Limitation is “Device”, the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces ( $50/5 = 10$  licenses while  $600/200 = 3$  licenses).

CA Infrastructure Management consists of CA Spectrum Infrastructure Manager, CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Management for use only for monitoring the databases included in CA Infrastructure Management. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Management for use only for provisioning and performance monitoring of the systems that are running



CA Infrastructure Management. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Supplied Appliance Hardware Support Policy and Terms published on CA Support Online located at <http://support.ca.com>.

## **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:

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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## **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

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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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If the CA Software contains third-party software components, and the third-party licensor requires incorporation of specific license terms and conditions for such software into this CA license, those third-party software components and their specific terms and conditions, which are incorporated by this reference, are set forth in the Third Party Terms document located at <https://support.ca.com/prodinfo/tpterms>.