

## Specific Program Document (“License SPD”)

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2. **Program Name: CA SiteMinder®**

3. **Specified Operating Environment**

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5. **Licensing terms**

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6.2. 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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6.3.1. CA’s liability shall, regardless of the reason for the liability, be unlimited in cases of death or bodily injury or injury of health and damages caused by gross negligence or willful default of CA or the grossly negligent or willful default of CA’s legal representatives or persons whom CA occupies with the performance of its contractual obligations and in cases of liability under the Product Liability Act.

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

6.3.3. It is the parties' understanding that the foreseeable damages that can typically arise in connection with the licenses made available in this Agreement in the meaning of section 6.3.2 above will not exceed the total amount of fees paid by the Customer solely for the specific CA Software that caused the damage or gave rise to the cause of action, with the exclusion of any Maintenance fees.

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

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(i) in case of a subscription license to have the fees agreed reasonably reduced and/or terminate immediately for cause, if the legal or statutory requirements are met;

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