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2. **Program Name: CA Arcot RiskFort**

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>.

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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 from which Customer has purchased the CA Software.

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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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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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