

## Specific Program Document (“License SPD”)

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### 2. Program Name: CA IT Client Manager

### 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

CA IT Client Manager is priced per managed system. Pricing for those systems that have a resident agent are determined by the operating system of the managed asset. The customer has the option to purchase a separate patch subscription license, which is required to receive patch management content. Patch content is available in territories where it has been localized. Please review the Product Compatibility Matrix at <http://support.ca.com> for current localizations. A “Managed System” is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer, server, or laptop computer, that is administered or managed by the Licensed Program (IT Client Manager / IT Inventory Manager) by way of a CA management agent, whether it resides on the asset or not. A “Non-CA managed system” has their inventory gathered by a non-CA management agent; however, the information about that asset is still stored in the Management Database (MDB). This asset information may have been obtained using the SMS Connector or Asset Collector. If the CA IT Client Manager Patch Subscription is listed on the applicable Order Form, Customer is granted a term license to use such program with CA IT Client Manager beginning on the Term Start Date and ending on the End Date for the subscription term. The term license for the CA IT Client Manager Patch Subscription shall automatically renew and be extended for successive periods equivalent to the original term, subject to the parties' agreement concerning fees to be paid during each extended term.

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 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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6.1. Export Rules. Customer agree 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. Customer agree to export, re-export or import CA Software only in compliance with such laws and controls

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.

6.3. Limitation of Liability.

6.3.1. Except in case of death or personal injury, caused by fraud, or serious- or deliberate error (persoonlijk bedrog, of grove- of opzettelijke fout), or for damages caused by fraud, or serious- or deliberate error of CA, and subject to Sections 6.3.2 and 6.3.3, CA's liability to Customer for direct

damages, loss or liability for any cause whatsoever, except as otherwise stated in this Section 6.3, and regardless of the form of action will be limited to 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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6.3.4. The parties agree the limitations and exclusions herein are fair and reasonable in all the circumstances of the Agreement.

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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>.