

Specific Program Document (“License SPD”)

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2. Program Name: CA RegFort

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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CA RegFort is licensed by the number of “Users” or “Issuance”.

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“Issuance” means any activity in the life cycle of a Public Key Infrastructure credential that is managed by CA RegFort, including, but not limited to, creation of a new credential, revocation, renewal, re-issue or update of the credential.

“RegFort Client” means a portion of CA RegFort which enables end-users to interface with smartcards and tokens.

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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



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Perpetual License: A perpetual license to use the CA Software.

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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

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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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