

## Specific Program Document (“License SPD”)

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### 2. Program Name: CA Spectrum Automation 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>.

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"Connector" is the software program connecting the CA IT Process Automation Manager software with specific named third party software or other CA software. For example, CA IT Process Automation Manager Connector For CA Service Desk connects CA IT Process Automation Manager with CA Service Desk. Each Connector may only be used to connect the Licensed Program with the specific named third party software or CA software program. “Orchestrator” means a single installation of the Orchestrator software component of the CA IT Process Automation Manager software on a specific operating system instance which can be identified as a unique host identification on a physical or virtual hardware server. “Process Flow” is a component that provides a template for sequences of defined actions to produce an outcome.

Customer is authorized to use up to two copies of the Orchestrator component, all CA Connectors, and one third party Connector. If Customer is licensed to use the CA Spectrum Automation Manager Expansion Pack, Customer may use an additional total of three copies, in any combination, of the Orchestrator component, third party Connectors and Automation Packs.

### 5. Licensing terms

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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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(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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