

Specific Program Document (“License SPD”)

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2. **Program Name: CA Wily Introscope**

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**

The CA Software is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment, as set forth on the order form (the “Authorized Use Limitation”). “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual 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 (“Virtual Machine Technology”).

When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs. When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications. When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

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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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6.4.1. If it is established that CA has breached either of the warranties above, CA's only obligation and Customer's remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software; or (2) replace the defective CA Software with CA Software that materially conforms to the specifications in the Documentation.

6.4.2. If the defect cannot be cured within a reasonable period of time or if the rectification of the defect or replacement has finally failed, Customer shall have the right

(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;

(ii) in case of a perpetual license, at its option, (1) to rescind from the Agreement or have the fees agreed in the applicable order form reduced and (2) claim damages or to claim reimbursement of futile expenditures. The right to claim damages or futile expenditures shall be subject to the limitations of liability set forth above in section 6.3.

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