

Specific Program Document (“License SPD”)

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Program Name: CA Enterprise Log Manager

Specified Operating Environment

The CA Software's specifications and specified operating environment information may be found in Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

Licensing Model

- A. CA Software means the CA Enterprise Log Manager software described herein in object code form and as set forth in the Order Form.
- B. “Agent” means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server. A hardware server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an agent if required for job scheduling purposes.
- C. “Node” means, in a communications system, a network junction or connection point. Any system or device connected to a network is also called a node or cluster.
- D. “Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. A Server typically manages access to a centralized resource or service in a network and may be used to provide services (such as access to files or shared peripherals or the routing of e-mail) to other computers in the network.

The CA Software is licensed by the number of Servers, Nodes and Agents set forth in the Order Form (the “Authorized Use Limitation”).

Licensing terms

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- a. CA’s liability shall, regardless of the reason for the liability, be unlimited in cases of death or bodily injury or injury to health and damages caused by gross negligence or willful default of CA or the grossly negligent or willful default of CA’s legal representatives or persons whom CA occupies with the performance of its contractual obligations and in cases of liability under the Product Liability Act.
- b. 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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- d. The liability for loss of data shall be limited to the typical recovery efforts in the case of regular and adequate data back-up.
- e. The parties agree the limitations and exclusions herein are fair and reasonable.

Limited Warranty.

- a. CA warrants to Customer that:
 - i. it has the authority to provide Customer the rights and licenses mentioned herein in the Territory and

- ii. that the then prevailing generally available version of the CA Software is free of defects.
- b. If it is established that CA has breached either of the warranties in subsection 5 a.i. and a.ii. 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.
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Adaptive Communication Environment (ACE) 5.6
Boost 1.35.0
SourceForge
SQLite
SNMP4J'