

Specific Program Document (“License SPD”)

CA Europe s.a.r.l. (“CA”) licenses to Customer the CA software program(s), and any fixes, patches, updates, upgrades, or other software provided to Customer as part of Maintenance) (“CA Software”) listed below under the following terms and conditions. By using the CA Software, Customer confirms that Customer has read and agreed to these terms.

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

License Grant. The license granted to Customer is a limited, non-exclusive, non-transferable and territory wide license. “Territory” is specified in the 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 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 Affiliate’s internal data processing where an “Affiliate” shall mean any entity for which Customer holds greater than a fifty percent (50%) interest by force of law or contract, but only for so long as Customer maintains that interest. 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 (the “Term”) as set forth in the applicable Order Form. When the license expires at the end of the Term, Customer, all Affiliates and Authorized End Users must stop using the CA Software if Customer has not obtained a new license.

Transfers outside of the Territory shall require prior written consent of CA and payment of additional fees.

Use Prohibitions. Except as expressly authorized by the agreement, Customer may not: (a) copy, reproduce,

distribute or disclose the CA Software, provided that Customer may make a reasonable number of copies of the CA Software for bona fide “cold standby” disaster recovery, backup and archival purposes and may use such copy for reasonable testing and in the event of a bona fide disaster recovery event. Maintaining copies of the CA Software in a “hot standby” environment or further or additional use of the CA Software for disaster recovery, backup or archival purposes shall be subject to payment by Customer of the applicable fees; (b) modify, unbundle, or create derivative works of the CA Software; (c) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation or any CA Software or materials in which the CA Software or Documentation or portions thereof are embedded; (e) use the CA Software in any manner that exceeds or is broader than the uses licensed to Customer from CA or an authorized CA reseller or distributor; or (f) reverse assemble, decompile, reverse engineer or otherwise translate the CA Software, except to the extent specifically permitted by applicable law without the possibility of contractual waiver. All rights not specifically granted hereunder are expressly reserved.

Authorized Use Limitation. The specific scope or number or type of licenses that Customer has purchased for the CA Software is set forth in the relevant Order Form. Customer’s use of the CA Software must not exceed the specified Authorized Use Limitation. Prior to installation or use by Customer of the CA Software in excess of the Authorized Use Limitation, Customer agrees to pay the CA entity through which Customer obtained the license for such incremental excess use.

General Terms.

Export Control. Customer agrees that 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 agrees to export, re-export or import CA Software only in compliance with such laws and controls.

Applicable Law. Both Customer and CA consent to the application of the same laws as are applicable to the agreement through which Customer purchased the license of the CA Software to govern, interpret and enforce this License Specific Program Document 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.

Limitation of Liability.

- a. CA’s liability shall, regardless of the reason for the liability, be unlimited in cases of death or bodily injury or injury of 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.
- c. It is the parties’ understanding that the foreseeable damages that can typically arise in connection with the licenses granted in this agreement in the meaning of section b above will not exceed the total amount of fees to be paid by the Customer in accordance with the Order Form for the CA Software or Maintenance that caused the damage or gave rise to the cause of action or - should such fees not be determined - the total amount of the fees paid by Customer in accordance with the applicable order form.
- 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.
- c. 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
 - (i) in case of a subscription license the right to reasonably reduce the fees agreed 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) rescind from the Agreement or reduce the fees agreed in the applicable order form 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.
- d. In case of a perpetual license the warranty claims stated herein shall become time-barred within 1 year after delivery of the CA Software.
- e. This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by CA; (ii) Customer has installed and is using all updates, patches and fixes released by CA for the affected CA Software; (iii) the CA Software is being used in accordance with the CA specifications, guidelines and Documentation or Customer can prove that the defect is not attributable to the non-conformance with these pre-conditions, and (iv) the error or defect is not attributable in whole or in part to any non-CA product(s) or service(s).
- f. Customer understands and agrees that third-party hardware equipment and software, supplied by CA may be provided to Customer under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software. Where applicable, CA will include such warranties or other terms in Documentation accompanying the relevant software or other deliverable.
- g. Unless specifically identified as such in writing, CA does not give any guarantees with respect to the CA Software, including but not limited to the quality or durability.

CA DOES NOT WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE LICENSED PROGRAMS WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA AND CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD PARTY SOFTWARE WHICH CA MAY SUPPLY.

If Customer claims under the present warranty section, Customer is not entitled or eligible to seek for the same warranty under any another warranty provision.

Ownership and Proprietary Information. Title to, ownership of, and all rights in the intellectual property, including but not limited to patents, copyrights, trademarks, and trade secrets in the CA Software and Documentation, any derivative works thereof, and any goodwill accruing from the use of such CA Software and Documentation, belong exclusively to and shall remain with CA and/or its licensors. Customer shall not make available or disclose such intellectual property to any third parties except as expressly permitted by this License SPD, and shall take appropriate action, including by instruction or agreement with Customer's employees who are permitted access to such information, to satisfy Your obligations hereunder.

Assignment. Customer may not assign the License SPD, the use of any CA Software or Customer's rights and obligations under the License SPD without the prior written consent of CA. The License SPD shall be binding on the parties and all of their respective successors and assigns. CA may assign the License SPD by written notice to Customer.

Termination. CA may terminate this License SPD as well as revoke the license hereby granted in the event of a breach by Customer and/or Customer's Authorized End Users of this License SPD.



Third Party Notices and Terms

The following list identifies various third-party software components used with the CA Software that you are licensing. Third party notices required by the licensors of such components are set forth in the Third Party Notices and Terms document located <https://support.ca.com/prodinfo/tptterms>.

Adaptive Communication Environment (ACE) 5.6

Boost 1.35.0

SourceForge

SQLite

SNMP4J'