Specific Program Document ("License SPD")

1. CA Europe s.a.r.l. ("CA") licenses to Customer the CA software program(s) listed below under the following terms and conditions. By using the CA Software, Customer confirm that Customer have read and agreed to these terms. "Customer" means the legal entity being granted the license to the CA Software under this License SPD, also referred to as "Client", "Customer" or "Licensee". "CA Software" means the program(s) licensed under this License SPD, and any fixes, patches, updates, upgrades, or other software provided to Customer as part of Maintenance. "Maintenance" means the maintenance and support services provided to Customer by the entity to from which Customer has purchased the CA Software.

2. Program Name: CA Arcot WebFort

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 confirmation support: CA’s external policies covering the scope and nature of Maintenance and confirmation support available to CA customers can be found at [http://www.support.ca.com](http://www.support.ca.com).

4. Licensing Model

The CA Software is licensed by the number of “User Credentials” and “Users” specified in the Order Form (the “Authorized Use Limitation).” “Credential” means an attestation of qualification, competence, or authority issued to a User by the CA Software. "User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA Arcot WebFort or who has the ability to view content aggregated or managed by CA Arcot WebFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

“User Credentials” means the number of Credentials set forth on the Order Form to be issued to the Users who are authorized to access and use CA Arcot WebFort. Each User may have more than one credential for different verification methods.

“ArcotID Client” or “ArcotOTP Client” means portions of CA Arcot WebFort which enable end-users to use the ArcotID and ArcotOTP credentials.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute the ArcotID Client or ArcotOTP Client to end users. Customer may use Customer’s logo and name with the ArcotID Client or ArcotOTP Client. No title to or ownership of the ArcotID Client or ArcotOTP Client is transferred to Customer.

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
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6.2. **Applicable Law.** Both Customer and CA consent to the application of the same laws as are applicable to the contract through which Customer purchased the license of the CA Software to govern, interpret and enforce this License SPD 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.

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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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6.4.1. CA confirms to Customer that: (a) it has the authority to grant Customer the rights and licenses mentioned herein and (b) for the period of 30 days after delivery of the CA Software and subject to the CA Software being used in an operating environment stated in the Documentation as supported by CA, the CA Software will materially conform to the specifications in the Documentation for such CA Software. If it is established that CA has breached the confirmation in subsection (b) above, CA’s only obligation and Customer’s exclusive remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software; (2) replace the CA Software with CA Software that materially conforms to the specifications in the Documentation; or (3) terminate the CA Software license and arrange a pro rata refund of the fees that Customer has paid. Any refund of fees paid in accordance with the confirmation provisions herein will terminate the license of the affected CA Software.

6.4.2. This confirmation and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by CA; (ii) Customer reports the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) Customer provides CA with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) Customer has installed and is using all updates, patches and fixes made available by CA for the affected CA Software; (v) Customer has complied in all material respects with the terms and conditions of this License SPD and has materially complied with the Documentation for the affected CA Software; and (vi) the error or defect is due solely to an error or omission on the part of CA, its agents, affiliates or employees.

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6.6. **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.

6.7. **Termination.** CA Europe Sarl may terminate the present 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 and/or the agreement under which Customer has purchased the CA Software and/or applicable Maintenance.

7. **Third Party Information and Terms**

If the CA Software contains third-party software components, and the third-party licensor requires incorporation of specific license terms and conditions for such software into this CA license, those third-party software components and their specific terms and conditions, which are incorporated by this reference, are set forth in the Third Party Terms document located at [https://support.ca.com/prodinfo/tpterms](https://support.ca.com/prodinfo/tpterms).