IMPORTANT: LICENSOR IS PROVIDING THIS SOFTWARE FOR YOUR USE SUBJECT TO YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT BY CLICKING ON SETUP'S ACCEPT BUTTON, YOU WILL NOT BE ABLE TO USE THE SOFTWARE. BY CLICKING SETUP'S ACCEPT BUTTON YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

END USER LICENSE AGREEMENT

WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to accept from Licensor, a license to use Licensed Software (as defined herein) upon the terms and conditions hereinafter set forth: NOW, THEREFORE, Licensor and Licensee agree as follows:

For this End User License Agreement ("License Agreement") the following terms shall have the meanings given below:

"Blades" means multiple server modules housed in a single chassis each with its own CPU, hard disk and memory.

"Core" means a single unit of processing within a computer chip, comprising an arithmetic logic unit, registers, instruction fetcher and data fetcher/storer. "CPU" (Central Processor Unit) means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores. A computer "box" can contain several CPUs. The "box" is sometimes referred to as a "server" or a "machine" (or possibly a "mainframe").

"Licensor" means the Micro Focus named legal entity authorized to license the Licensed Software in the country in which Licensee acquires the Licensed Software.

"Licensed Software" means the object code version of the Licensor computer programs, their accompanying user documentation ("Documentation") and other supplemental materials as provided to Licensee by Licensor, including but not limited to any software security keys, modifications or additions relating thereto. The Licensed Software shall also include any new releases, updates, revisions, modifications, additions, corrections and fixes of the Licensed Software that Licensee receives under Sections 6 and 7 below or under maintenance for which Licensee has separately contracted and paid. From commencement of this License Agreement, the "Licensed Software" shall also include, and this License Agreement shall apply to, any prior versions of the Licensed Software licensed by Licensee. This License Agreement does not grant Licensee the right to any new releases, updates, revisions, modifications, additions, corrections and fixes of the Licensed Software unless provided by Licensor under Section 6 below. Licensed Software products are available to operate on the Windows, Linux, Unix or other computer platforms and a separate license is required for a Licensed Software product for each computer platform.

"Product Order" means a document that has been (i) executed by Licensee, describing each Licensed Software license purchased and (ii) accepted by Licensor or its authorized distributors. Licensor will accept the Product Order by either confirming Licensor's acceptance in writing or by delivering the Licensed Software Licensee, whichever occurs first. Each Product Order shall constitute a separate agreement and shall incorporate therein all of the terms and conditions of this License Agreement. In the event of any conflict between the terms of this License Agreement and the terms of any Product Order which have been expressly accepted by a duly authorized signatory of Licensor in writing, such terms of the Product Order shall govern. In no event shall any terms and conditions of Licensee contained in a purchase order or similar document issued by Licensee in connection with this License Agreement or a Product Order apply and any such document issued shall be only for the administrative purposes of identifying the Licensed Software ordered, the number of licenses, and the price to be paid and shall have no other legal effect.

"Disaster Recovery System" is defined as a computer system that is used (i) if a disaster arises and the original production system is unavailable, (ii) for the purposes of disaster recovery testing and/or (iii) for system diagnostics or maintenance of the Disaster Recovery System itself. A Disaster Recovery System does not include any system that is in the same computer cluster as the machine on which the development or production copy of the Licensed Software is installed.

"Virtual Machine" means a software implementation that executes programs like a physical machine where the software running inside the virtual machine is limited to the resources and abstractions provided by the virtual machine.

- GRANT OF LICENSE. For payment of the applicable non-refundable license fees identified on the Product Order, Licensor grants solely to Licensee, as an end user, a personal, perpetual, non-transferable, non-sublicensable and non-exclusive license to use the Licensed Software subject to the terms and conditions set forth in this License Agreement. Licensee shall have the right to use the Licensed Software solely for its own internal use and benefit. For the avoidance of doubt, the license granted herein does not permit (i) third party contractors (including without limitation outsourcers) to access or use the Licensed Software for Licensee's internal use and benefit without the prior written consent of Licensor and the payment of an additional license fee, (ii) the public to access or use the Licensed Software (including without limitation, via the internet) except as specifically provided in Annex 1 hereunder, and/or (iii) installation, use or access of the Licensed Software on, in, or from a Virtual Machine except as specifically provided in Annex 1 or Annex 2 hereunder. Where permitted by Licensor pursuant to sections 1(i) and (ii) hereof, Licensee shall be liable to Licensor in respect of any breach of this License Agreement resulting from any access or use by third party contractors and/or the public. Access and/or use of data, results and/or output obtained and/or generated, either directly or indirectly, through the use of any Licensed Software are deemed to be access and/or use of such Licensed Software and such data, results and/or output shall be subject to the licensing terms and restrictions applicable to such Licensed Software. Different license options are available from Licensor as set forth or referred to in Annex 1 ("License Option(s)"), although not all License Options are available for each specific Licensed Software product. The applicable License Option to be purchased by Licensee for the Licensed Software shall be identified in the Product Order. Additional License Options (as appropriate) are required to be purchased by Licensee for use of the Licensed Software on a Disaster Recovery System or for loadbalancing, fail-over, training, or testing purposes. Licensed Software purchased for testing purposes will be subject to the Test License Option terms and restrictions set forth in Annex 1.E. Certain Licensed Software may also be subject to additional terms and conditions as set forth in the "Specific Software Terms" located in Annex 2. The Specific Software Terms will prevail in the event of any conflict.
- 2 USER RESTRICTION. Licensee agrees not to:

- 2.1 Copy and distribute the Licensed Software, in whole or in part, for internal use without paying Licensor the applicable additional fees, except (i) for making a reasonable number of archival back-up copies; or (ii) as expressly authorized by Licensor in writing; or (iii) for making a reasonable number of copies of the Documentation supplied to Licensee by Licensor in electronic form. Licensee shall reproduce and affix all copyright and other proprietary rights notices appearing in or on the Licensed Software, including the notices of all third party suppliers and all those included in any Third Party Software, as defined below in all such copies thereof.
- 2.2 Copy and/or distribute the Licensed Software, in whole or in part, to third parties without first entering into a separate distribution license agreement with Licensor or permit use or access to all or part of the Licensed Software to any third party except as specifically provided in Annex 1 hereunder. For the avoidance of doubt, third party(ies) include without limitation contractors, outsourcers. Licensee's customers and the public.
- 2.3 Transfer, ship or use the Licensed Software outside the continent in which it was originally licensed to Licensee, except as otherwise specified in Annex 1 and/or Annex 2.
- 2.4 Install, access or use the Licensed Software on an operating system other than the operating system for which the Licensed Software was originally licensed to Licensee, except as otherwise specified in Annex 1 and/or Annex 2.
- 2.5 Assign, sell, rent, lease, lend, sublicense, outsource or otherwise transfer the Licensed Software to any third party, or authorize or appoint any third party to do so.
- 2.6 Use the Licensed Software for timesharing, facilities management, outsourcing, hosting, service bureau use, other data processing services to third parties or like purposes.
- 2.7 Modify the Licensed Software or provide any person with the means to do the same.
- 2.8 Create derivative works, translate, disassemble, recompile or reverse engineer any Licensed Software or attempt to do so (except to the extent applicable law specifically permits such activity).
- 2.9 Alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within the Licensed Software or Documentation.
- 2.10 Utilize for itself, or permit any third party to utilize, any software application program created, in whole or in part, utilizing any Licensed Software without a valid and properly granted Deployment Product License.
- 2.11 Use the Licensed Software in a manner other than as specifically permitted in this License Agreement.
- AUDITS. Licensee agrees to (i) keep records of and provide the location, model and serial number of any and all machines on which the Licensed Software is installed or from which the Licensed Software is accessed, and the names of and how many users are accessing the Licensed Software, (ii) implement a reasonable mechanism or process to ensure that Licensee's use of the Licensed Software does not exceed the number of licenses granted, (iii) take all necessary steps to destroy or erase all Licensed Software codes, programs and other proprietary information before disposing of any media containing the Licensed Software, and (iv) promptly provide written notice to Licensor if Licensee's usage exceeds the license granted. Upon Licensor's reasonable request, but not more frequently than annually without reasonable cause, Licensee shall furnish Licensor with a statement signed by a director and/or auditor, as required by Licensor, verifying the above and shall permit Licensor to audit the use of the Licensed Software at such times as may be mutually agreed upon. In the event Licensee's usage exceeds the license granted, without prejudice to any other rights or remedies Licensor may have, including without limitation injunctive relief, Licensee agrees to pay Licensor the then current license and maintenance fees for the use of the additional licenses. Further, if such usage exceeds the license granted by more than five percent (5%), Licensee shall also reimburse Licensor for the reasonable cost of such audit in addition to other amounts due.
- 4 **DOCUMENTATION**. One (1) electronic copy of Licensor's standard Documentation, describing Licensor's recommended use and application of the Licensed Software, will be furnished free of additional charge to Licensee by Licensor with the Licensed Software. Printed copies of any documentation may be available for purchase from Licensor or its authorized distributors.
- TERM OF LICENSE. This License Agreement and Licensee's license for the Licensed Software is perpetual, unless a subscription/term license has been purchased by Licensee, and is subject to earlier termination as provided in this Section 5. Licensor may terminate this License Agreement and Licensee's license to the Licensed Software immediately by giving Licensee written notice of termination in the event that either (i) Licensee breaches any term or condition of this License Agreement and Licensee has failed to remedy such breach within ten (10) days of the date of notice from Licensor to Licensee or (ii) Licensee is wound up, has a receiver appointed or enters into liquidation or bankruptcy or analogous process or processes in Licensee's home country. Termination shall be without prejudice to any other rights or remedies Licensor may have. Licensee may at any time terminate this License Agreement voluntarily by giving written notice of termination to Licensor. In the event of any termination Licensee will have no right to keep or use the Licensed Software or any copy of the Licensed Software for any purpose and Licensee shall destroy and erase all copies of such Licensed Software in its possession or control, and forward written certification to Licensor that all such copies of Licensed Software have been destroyed or erased
- 6 MAINTENANCE. Where Licensee purchases maintenance services, Licensee's initial maintenance term will begin upon delivery to Licensee of the Licensed Software and continue for one (1) year thereafter unless otherwise specified in the applicable annual maintenance agreement or in the Product Order, or earlier if the license is terminated. Where Licensee purchases maintenance for any Licensed Software product licensed hereunder, Licensee hereby agrees that it shall purchase such support services for all of Licensee's licensed copies of such Licensed Software product on the relevant computer platform. Maintenance services provided by Licensor will be subject to Licensor's then current applicable annual maintenance agreement unless otherwise agreed by the parties in writing.
- LIMITED WARRANTY. Licensor warrants for a period of ninety (90) days from delivery to Licensee ("Warranty Period") (i) that the media on which the Licensed Software is supplied is free from defects in materials or workmanship under normal use and (ii) that the copy of the Licensed Software delivered to Licensee conforms in all material respects to the Documentation. As the sole and exclusive remedy for not meeting part (i) of the above warranty, Licensor's sole obligation shall be to repair or replace free of charge any defective media on which the Licensed Software is delivered if the media is returned to Licensor by Licensee during the Warranty Period. As the sole and exclusive remedy for not meeting part (ii) of the above warranty, Licensor shall repair or replace the Licensed Software free of charge or if Licensor reasonably determines that such remedy is not economically or technically feasible, Licensee shall be entitled to a full refund of the license fee and any maintenance fee paid by Licensee with respect to that particular Licensed Software and Licensee's license to use such Licensed Software will terminate. The warranty set forth in this Section 7 shall not apply if the defect in the Licensed Software is the result of: (a) the Licensed Software not being used in accordance with the Documentation, this License Agreement or with the platform(s) for which the Licensed Software has been designed and licensed by Licensor; or (b) the Licensed Software having

been altered, modified or converted by Licensee or any third party except as may be specified in the Documentation; or (c) the malfunctioning of Licensee's equipment; or (d) accident or abuse; or (e) service by any unauthorized person; or (f) other software used by Licensee which has not been provided by Licensor or for which the Licensed Software is not designed and licensed for operation; or (g) Third Party Software, as defined below; or (h) any other cause occurring after initial delivery of the media to Licensee unless caused directly by Licensor. The foregoing states the complete and entire remedies that Licensee has under this warranty. Licensor shall have no responsibility for any warranty claims made outside of the Warranty Period.

- DISCLAIMER OF WARRANTY. The Licensed Software cannot be tested in every possible operating environment, therefore Licensor does not warrant that the functions contained in the Licensed Software will meet Licensee's requirements, that operation of the Licensed Software will be uninterrupted, or that the Licensed Software is error free. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED ON THE PART OF LICENSOR AND ITS THIRD-PARTY SUPPLIERS. Licensee acknowledges that Licensee is responsible for the selection of the Licensed Software to achieve Licensee's intended results and for the installation of, use of and results obtained from the Licensed Software.
- 9 LIMITATION OF LIABILITY. ANY LIABILITY OF LICENSOR SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY LICENSEE FOR THE LICENSED SOFTWARE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. THE LIMITATIONS OF LIABILITY DESCRIBED IN THIS SECTION 9 ALSO APPLY TO LICENSOR'S THIRD-PARTY SUPPLIERS. LICENSOR'S AND ITS THIRD-PARTY SUPPLIERS' LIMITATIONS OF LIABILITY ARE NOT CUMULATIVE. Licensee's remedies in this License Agreement are Licensee's exclusive remedies.

NEITHER LICENSOR NOR ANY OF ITS THIRD-PARTY SUPPLIERS SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, WHETHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL NOR FOR ANY LOST PROFITS, CONTRACTS, LOSS OF DATA OR PROGRAMS, OR THE COST OF RECOVERING SUCH DATA OR PROGRAMS, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

NEITHER THIS LICENSE AGREEMENT NOR ANYTHING IN THIS SECTION 9 SHALL PURPORT TO EXCLUDE OR RESTRICT THE LIABILITY OF LICENSOR OR ITS THIRD-PARTY SUPPLIERS TO ANY EXTENT NOT PERMITTED BY LAW.

- HIGH-RISK USES. The Licensed Software is not fault tolerant, nor designed, manufactured or intended for use in hazardous environments requiring fail-safe performance (including, without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems) in which failure of the Licensed Software could lead directly or indirectly to death, personal injury or severe physical or environmental damage. Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for a particular purpose and shall have no liability for any use of the Licensed Software in any high-risk situations.
- OWNERSHIP. Licensor (or its affiliates) and where applicable Licensor's third party suppliers have and will retain all ownership rights to the Licensed Software, together with any complete or partial copies thereof. Such ownership rights include without limitation all patent rights, copyrights, trademarks, trade secrets, service marks, related goodwill, and confidential and proprietary information relating thereto. This License Agreement does not convey any proprietary interest to Licensee with respect to the Licensed Software other than the license specified herein. Where the Licensed Software provided under this License Agreement contains or is derived from portions of materials provided by a third-party supplier under license to Licensor, Licensor has assumed responsibility for the selection of such materials and their use in producing the Licensed Software and any such third-party suppliers are intended beneficiaries of this License Agreement.
- 12 **NOTICE TO U.S. GOVERNMENT END USERS.** The Licensed Software is provided to the United States Government with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to the restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or the successor as appropriate. Manufacturer is Micro Focus (US), Inc., 9420 Key West Drive, Rockville, MD 20850 as or on behalf of Licensor.
- LICENSE FEES, PAYMENT, AND TERMS. Licensee agrees to pay the applicable end user license fees for the Licensed Software within thirty (30) days of the date of invoice or such earlier date as is specified in the Product Order. End user license fees are non-refundable except as provided in Section 7 above, or in the Specific Software Terms below, and shall be paid without deduction, including without limitation, of any withholding tax. End user license fees are exclusive of any applicable transportation charges, value added and other applicable taxes and duties and all such amounts shall be paid or reimbursed by Licensee. Late payments shall accrue interest at the rate of 1.5% per month compounded or, if lower, the maximum rate allowed by law.
- 14 **RELATED SERVICES**. Licensee shall be responsible for obtaining and installing all proper hardware and support software (including operating systems) and for proper installation and implementation of and training concerning the Licensed Software. In the event that Licensee retains Licensor to perform any services with respect to the Licensed Software (for example: installation, implementation, maintenance, consulting and/or training services), Licensee and Licensor agree that such services shall be subject to Licensor's then current standard terms, conditions and rates for such services unless otherwise agreed in writing by Licensor.
- THIRD PARTY SOFTWARE AND COMPONENTS. The Licensed Software may contain certain named third party software programs that Licensee shall license directly from the third party subject to such third party's terms and conditions (for example Adobe Acrobat or Microsoft Internet Explorer) ("Third Party Software"). All Third Party Software is provided by the licensor of the Third Party Software and solely under such third party's terms and conditions and not by Licensor. Therefore the obligations, duties and rights of Licensor and Licensee under this License Agreement do not apply to such Third Party Software. Additionally, Licensor has embedded certain run time or other elements provided by third party suppliers to Licensor ("Third Party Components"). Such Third Party Components may also be loaded on the Licensed Software media. Third Party Components are licensed to Licensee pursuant to this License Agreement. Licensee may only access Third Party Components of the Licensed Software in the course of using the Licensed Software. Licensee may not make or attempt any direct access to any such Third Party Components other than with the Licensed Software. The Third-Party Software is the property of its respective third party supplier to Licensor. Such third party suppliers own all copies of the Third-Party Software, however made. Licensee agrees not to contest the ownership of the Third Party Components nor use any trademark or service mark belonging to such third party suppliers. All limitations, restrictions and obligations applicable to the Licensed Software set forth in this License Agreement shall apply to Licensee's use of the Third Party Components. Licensee agrees that such third party suppliers

are intended third party beneficiaries of all terms and conditions of this License Agreement intended to protect intellectual property rights in the Licensed Software (including the Third Party Components) and limit certain uses thereof.

- PRIVACY. The Licensed Software may contain features which may allow Licensee to collect data from, control and/or monitor computers running the Licensed Software deployed by Licensee without notice to or knowledge by users of the Licensed Software. Licensee is solely responsible for, and assumes all liability with respect to, the collection of data with respect to its users of the Licensed Software including, without limitation, notifying such users and complying with all data collection, privacy and other regulations, laws, industry standards and rights of others applicable to any such activity. Licensee shall indemnify and hold Licensor harmless from and against any damages, claims, losses, settlements, attorneys' fees, legal fees and court costs and other expenses related to any such activities or any claims in connection therewith. To the extent permitted by law, by entering into this License Agreement, Licensee hereby expressly consents to (i) Licensor sending information to Licensee from time to time advertising the various products that Licensor provides, whether or not such products are provided under this License Agreement; (ii) the use of Licensee's name in Licensor customer lists, promotional materials and/or press releases; and (iii) the collection and use by Licensor of information about the computer system on which the Licensed Software is installed (e.g. product version, serial number) for internal security and licensing purposes; Licensor does not use this information to identify individuals utilizing such software.
- MISCELLANEOUS. Licensor may assign this License Agreement to any member of Licensor's group of companies or to a purchaser of the intellectual property rights in the Licensed Software, but otherwise neither this License Agreement nor any rights hereunder may be assigned (any change of control merger, sale or other transfer of all, or substantially all, of the assets of Licensee shall be included in the meaning of an assignment) nor duties delegated by either party, and any attempt to do so will be void. If Licensee acquires the Licensed Software in North America, the laws of the state of Maryland govern this License Agreement and it shall be subject to the exclusive jurisdiction of the courts of the State of Maryland. If Licensee acquires the Licensed Software in France, Germany or Japan, this License Agreement is governed by the laws of the country in which Licensee acquired the Licensed Software. In the rest of the world the laws of England govern this License Agreement. The aforesaid applicable law shall apply without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Other than for North American transactions, this License Agreement shall be subject to the exclusive jurisdiction of the courts of the country determining the applicable law as aforesaid. This License Agreement is in addition expressly made subject to any United States, United Kingdom or European Union laws, regulations and other restrictions regarding export or re-export of computer software and technology. Licensee agrees not to export or re-export any Licensed Software or derivative thereof in contradiction to any such applicable restriction. Except for the Product Order, this License Agreement is the complete and exclusive statement of agreement between the parties relating to the license for the Licensed Software and supersedes all proposals, communications, purchase orders, and prior agreements, verbal or written, including without limitation prior end user license agreements in relation to the Licensed Software between the parties and end user license agreements embedded in such Licensed Software. Upon Licensee's properly authorized installation of any update and/or upgrade of any Licensed Software licensed hereunder, the license granted to such prior version and/or release shall terminate after a ninety (90) day transition period from such installation and only the license to such updated and/or upgraded Licensed Software shall continue. No employee, agent, or representative of Licensor has the authority to bind Licensor to any oral representation or warranty concerning the Licensed Software. No representation or statement not expressly contained in this License Agreement nor any supplement, modification, or amendment of this License Agreement will be binding on either party unless executed in writing by a duly authorized representative of each party to this License Agreement.

ANNEX 1

A. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

All Micro Focus Application Development and Application Deployment products, including Net Express®, Net Express® with .NET, Net Express® for Eclipse, Server Express™, Server Express™ for Eclipse, Micro Focus Studio™ Enterprise Edition, Micro Focus Studio™ for COBOL Developers, Micro Focus Studio ™ for ISVs, SOA Express, Micro Focus Server™ Enterprise Edition, Micro Focus Server ™ for COBOL, Micro Focus Server™ for .NET, Micro Focus Server ™ for SOA, Extend®, Relativity®, RM/COBOL®, Open PL/I, Open PL/I SQL, Open PL/I Run Time, ReUzeDeveloper, ReUze Server, XDBC, Database Connectors and Xcentrisity® including portions thereof, other products within the same product families and other Software Products where indicated by Licensor.

1. Development License Options

- (a) <u>Named User License</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on either (i) a single machine which may be accessed by the named end users for those licenses or (ii) on a single host machine or server ("Host Server") which may be accessed by any of the named end users licensed. A Named User License means that only one named person can use each license and that named person has the right to unlimited access to the Licensed Software. A Named User License is not based on concurrent users, but instead on an actual named user basis. Licensor reserves the right at any time to require Licensee to provide a list of the named end users. Licensee may change a named end user provided that the change is made either permanently away from the named end user or temporarily to accommodate the use of the Licensed Software by a temporary worker while the named end user is absent, but in no event more than once every 30 days.
- (b) Lines of Code License. Licensed Software provided under the Lines of Code license option requires, as a condition of use, that Licensee use a usage counter containing a credit for the number of lines of code that Licensee has purchased ("Usage Counter"). Licensee shall have sole responsibility for installing, configuring, and administering the Usage Counter. The Usage Counter will allow Licensee to create metering control files in order to track the number of lines of code which Licensee has purchased and which Licensee accesses. Licensee hereby acknowledges and agrees that unless Licensee can demonstrate to Licensor's satisfaction that the Usage Counter was faulty on delivery to Licensee, Licensee is solely responsible for any lost, damaged, corrupted, destroyed, inaccurate or improperly used metering control files or metering transaction files, and in any such circumstance, may be required to pay an additional license fee on a line of code basis for lines of code which may have been already accessed and recorded using the Usage Counter. Each line of code which Licensee has accessed using the Licensed Software and which has been properly recorded using the Usage Counter may be re-accessed without the need to pay an additional license fee. However, if Licensee creates an additional line of code by updating a line of code source member which has already been accessed and metered by the Licensed Software, then Licensee will need to pay an additional license fee to access such additional line of code using the Licensed Software. Upon exhaustion of prepaid license fees, however, Licensee must purchase more lines of code in order to continue to use the Licensed Software on lines of code not yet accessed by the Licensed Software and properly recorded using the Usage Counter. Any prepaid license fees are non-cancellable and non-refundable.

2. Deployment License Options

- (a) <u>User License for Authorized Users</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on unlimited Host Servers for use by the total number of named individuals for whom Licensee has paid the applicable license fee. The Licensed Software may not be used or accessed by (a) individuals who are not named individuals; or (b) any other software or hardware device that does not require a named individual to use or access it. A named individual means an individual identified by Licensee by name who is authorized to use any device or other software program that may access the Licensed Software, either directly or indirectly through any other software program, regardless of how such access occurs or if such individual uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service. The Licensed Software may not be used or accessed by any other software or hardware device that does not require an individual to use or access it including, without limitation, batch processing (as defined in subsection (b)(ii) below). Licensor reserves the right at any time to require Licensee to provide a list of the named individual(s). Licensee may change a named individual provided that the change is made either permanently away from the named individual or temporarily to accommodate the use of the Licensed Software by a temporary worker while the named individual is absent, but in no event more than once every 30 days.
- (b) Server License. There are two options for server-based licenses.
- (i) <u>Server License for Concurrent Users</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on the designated Host Server specified in the Product Order for use by the maximum number of Concurrent Users for whom Licensee has paid the applicable license fee. Concurrent Users are individuals who are actively using any device or other software program that may access the Licensed Software either directly, or indirectly through any other software program, regardless of how such access occurs or if such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service. The Licensed Software may not be used or accessed by any other software or hardware device that does not require an individual to use or access it including, without limitation, batch processing (as defined in subsection (b)(ii) below). Licensee may change the designated Host Server to an equivalent Host Server for which Licensee has paid the applicable license fee. Licensee may only use the Licensed Software on or access the Licensed Software from one Host Server at any one time. Subject to the prior written consent of Licensor and to payment of additional license fees, Licensee may permit the public and/or Licensee' customers to access and use the Licensed Software via the internet and/or Licensee' terminals in connection with Licensee' internal business purposes (for example to access internet banking from Licensee) but not for the public' and/or Licensee' customers' own internal use.
- (ii) Server License for CPUs. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on the designated Host Server specified in the Product Order and have the Licensed Software executed by up to the total number of Cores and other processing devices within such Host Server. The Host Server comprises the entire computer system (i.e. combined hardware) that will be running the Licensed Software (e.g. all CPUs, Cores, Blades and other processing devices running an operating system compatible with that which the Licensed Software is designed for and which are contained in, and/or can be accessed by, the same computer system, even if one or more of such CPUs, Cores, Blades or other processing devices are not accessing or running the Licensed Software). Each Core or other processing device on a multi-core or multi-processing device requires its own CPU license. For example a dual core single CPU Host Server will require a 2 CPU license (in the absence of any Blades or other processing devices). The Licensed Software is for use by an unlimited number of Licensee's internal users, other software devices and hardware devices. A Server License for CPU is the only license authorized for use or access by Licensee for any batch processing. Batch processing is defined as the execution of one or more task, transaction or program by a computer system without the interaction of the end user with the Licensed Software while such tasks, transactions or programs are being executed by the system. Batch processing includes situations where a queue of jobs is processed as resources become available and is in contrast to transaction or interactive processing. Licensor reserves the right at any time to require Licensee to provide a specification of the Host Server. Licensee may change the designated Host Server provided that the total number of CPU and Core licenses required in the new Host Server does not exceed the total number of CPU and Core licenses designated in the Product Order. Licensee may only use or access the Licensed Software from one Host Server at any one time. Licensee is required to purchase a license for each Host Server that accesses or uses the Licensed Software either directly or indirectly through any other software program, regardless of how such access occurs, or if the Host Server, CPU or operator uses any hardware or software that reduces the apparent number of CPU, Cores, blades or other processing devices that are using the Licensed Software, such as by using a terminal service. Subject to the prior written consent of Licensor and to payment of additional license fees, Licensee may permit the public and/or Licensee' customers to access and use the Licensed Software via the internet and/or Licensee' terminals in connection with Licensee' internal business purposes (for example to access internet banking from Licensee) but not for the public' and/or Licensee' customers' own internal use.

3. re UZE Mainframe Migration Licensing.

Micro Focus re *UZE* software products may be licensed for installation and use solely with computer environments which meet the following criteria, provided Licensee complies with the restrictions set forth in this Subsection 3 in addition to those contained in the License Agreement. The licensing model in this Subsection 3 is only applicable to the re *UZE* software products and is not available for licensees who exceed one or more of the following limitations: (i) **Mainframe Size Limitation**: The Micro Focus re *UZE* software is expressly limited for use where Licensee's entire mainframe estate (the "Licensee Mainframe System") does not exceed a collective performance speed of 50 MIPS (million instructions per second). The Licensee Mainframe System shall include all mainframe systems owned, leased and/or operated (either by Licensee or a third party) by, or for the benefit of, Licensee (including but not limited to the system environment which the applicable application is being migrated from). The collective performance speed benchmark test shall be a collective measurement of the total possible performance of all such mainframe system(s). In the event that the Licensee Mainframe System exceeds a collective performance speed greater than 50 MIPS, Licensee shall not be permitted to utilize the re *UZE* software product and must contact Licensor for proper licensing of its computer system(s); (ii) **CPU and Core Requirements**: Notwithstanding Subsection 2(b)(ii) of this Annex 1A, a Deployment Product License option for a Server license for CPU shall be limited by the number of CPUs instead of the combination of Cores, Blades, CPUs and other processing devices; and (iii) Application Limitation: The re *UZE* software is expressly limited for use by Licensee solely with a specific application(s), Such application(s) shall be designated in writing in the Product Order.

B. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

OnWeb[™], RUMBA[™], ViewNow[™], Modernization Workbench[™], Analyzer Express[™], Analyzer Architect[™], Business Rule Manager[™], Enterprise View Express [™], Data Express[™], Mainframe Express Enterprise Edition Data Express[™], Modernisation Workbench Data Express[®], OPTIMAL TRACE[®], QACENTER[®], QADIRECTOR[®], QALOAD[®], QARUN[®], RECONCILE[®], TESTPARTNER[®],

TRACKRECORD®, CARS®, TEST FACTORY™, DEVPARTNER® including portions thereof, other products within the same product families and other Software Products where indicated by Licensor.

- 1. Workstation License Licensed Software provided under this License Option gives Licensee the right to install and use one copy of the Licensed Software on one stand-alone workstation. Licensee may not (i) install the Licensed Software on any networked workstation (e.g., a server) that allows more than one user to use a copy of the Licensed Software, or (ii) use the Licensed Software other than on one stand-alone workstation at a time. Licensee may transfer the Licensed Software to another stand-alone workstation and reactivate it for use on such other stand-alone workstation provided that the Licensed Software is removed and all copies of it are deleted from the stand-alone workstation from which it is transferred. Such transfers may not be undertaken more often than once every 30 days.
- 2. Named User Licensee Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on either (i) a single machine which may be accessed by the named end users for those licenses or (ii) on one or more host machines or servers which may be accessed by any of the named end users licensed. A Named User License means that only one named person can use each license and that named person has the right to unlimited access to the Licensed Software. A Named User License is not based on concurrent users, but instead on an actual named user basis. Licensor reserves the right at any time to require Licensee to provide a list of the named end users. Licensee may change a named end user provided that the change is made either permanently away from the named end user or temporarily to accommodate the use of the Licensed Software by a temporary worker while the named end user is absent, but in no event more than once every 30 days.
- 3. Volume of Data Licensed Software provided under this option gives Licensee the right to utilize the Licensed Software with the volume of data (the number of terabytes) identified in the Product Order for each of the applicable modules or extensions licensed with the Licensed Software. Volume of data is measured as the original volume of Licensee' production data to be processed utilizing the Licensed Software before any data reduction process by the Licensed Software or otherwise has been applied. The same data source (defined as a database table or a file) and data may be processed multiple times without counting it more than once towards the total volume of data processed by the Licensed Software, however any additional data and/or data sources (that is, new or increased amounts to the original data source) are counted cumulatively towards such total volume of data number.
- 4. Concurrent User License Licensed Software provided under this License Option gives Licensee the right to install and use one copy of the Licensed Software on the designated Host Server (as defined above) specified in the Product Order for use by the maximum number of Concurrent Users (defined above) for whom Licensee has paid the applicable license fee. Licensee may connect any number of workstations to the Host Server; however, the total number of users who may access and use the Licensed Software at any given time is limited by the number of Concurrent Users expressly authorized by Licensor in the Product Order. The total number of Concurrent Users is one (1), unless Licensor expressly authorized Licensee to connect more than one Concurrent User.
- **5. Concurrent Users with Load Sharing Configuration** Licensed Software provided under this License Option gives Licensee the right to install and use one copy of the Licensed Software on each server supported by a single load sharing device. Licensee may connect any number of workstations to the load sharing device and its connected servers; however, the total number of users who may access and use the Licensed Software at any given time is limited by the number of Concurrent Users expressly authorized by Licensor in the Product Order. The total number of Concurrent Users is one (1), unless Licensor expressly authorized Licensee to connect more than one Concurrent User.
- **6. Server Based Thin Client License** Licensed Software provided under this License Option gives Licensee the right to install and use one copy of the server portion of the Licensed Software on one server. If installation of the server portion of the Licensed Software requires a thin client component to be installed, Licensee may install and use one copy of the thin client portion of the Licensed Software on one workstation per each thin client license that is specified in the Product Order and for which Licensee has paid the applicable license fee.
- 7. Processor Capacity License Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on up to the total number of Cores and other processing devices within each CPU on the designated Host Server specified in the Product Order. Licensee may install an unlimited number of copies of the Licensed Software on single-user computers to allow communication with the designated single Host Server. Licensee may not reinstall or operate the Licensed Software on multiple host processors without Licensor's prior written consent and payment of all applicable fees.

C. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

CaliberRM[™], TeamDefine[™], Together[®], StarTeam[®], Tempo[™], TeamDemand[®], TeamFocus[™], TeamAnalytics[®], TeamInspector[™], SilkCentral[®], Test Manager[™], SilkTest[®], Silk4J[™], SilkPerformer[®] including portions thereof, other products within the same product families and other Software Products where indicated by Licensor.

Regardless of the type of license, each copy of the Licensed Software contains (i) software that provides services on a computer called a server ("Server Software") and (ii) software that allows a computer or workstation to access or utilize the services provided by the Server Software ("Client Software"). For any type of license acquired, Licensee may install one copy of the Server Software on a single computer (the computer running the Server Software shall be referred to as the "Server"). The number of Client Software copies that may be installed is determined by the type of license acquired as set forth below.

- 1. Named User A Named User license means Licensee may allow only one (1) designated person in Licensee's organization ("Named User") to use the Licensed Software per Named User licensee purchased (each, a "Named User Licensee"). The foregoing Named User Licenses shall be for access and use, only by the equivalent number of Named Users licenses purchased. For each Named User, Licensee may install the Client Software on up to five (5) computers provided that the Named User is the only individual permitted to use the Licensed Software.
- 2. Concurrent User A Concurrent User License means Licensee may install the Client Software on a reasonable number of computers or machines, provided that the Licensed Software is used only by as many concurrent users at any given moment in time as Licensee has purchased concurrent licenses and provided further that Licensee's use of the Licensed Software (both Client Software and Server Software) is only on computers or machines located in the Territory and accessed only by users physically located in the Territory. The foregoing license shall be for access and use, only by the equivalent number of concurrent users for whom Licensee has paid the applicable license fees. As used in this Section, use or in use means that the Licensed Software is "in use" on a computer or machine when it is loaded into random access memory (RAM) of that computer and "access" means the ability to use, copy or operate the Licensed Software. The Licensed Software may not be shared or used concurrently on computers or machines located outside of the Territory or in such a way to enable use or access by users located outside the Territory. 'Territory' means the geographical area in which the Licensed Software may be used. The use in the Territory shall be subject to applicable export restrictions. Territory may be any one, and only one, of the following three geographic

areas: Americas Territory, EMEA Territory or AsiaPac Territory each as defined below. The Territory shall be based on the primary business location of the Licensor, unless otherwise specified in a Product Order. The geographic Territories are: (i) 'Americas Territory' including and limited to those geographical areas found within the boundaries of North and South America. (ii) 'Europe, Middle East and Africa Territory' or 'EMEA Territory' including and limited to those geographical areas found within the boundaries of Europe, Middle East and Africa, including all the countries which are part of the European Union, Switzerland, Norway, Jersey, Guernsey, Isle of Man, Iceland, Monaco, Andorra, Liechtenstein, San Marino, Albania, all the countries of the former Yugoslavia, Israel, Turkey, countries of the Arab Middle East, all the countries of the former Soviet Union, Africa, Madagascar, and the Islands of the South Indian Ocean. (iii) 'Asia Pacific Territory' or 'AsiaPac Territory' including and limited to those geographical areas found within the boundaries of Asia and Australia/Pacific including South Korea, Japan, China, Taiwan, Hong Kong, and Macau India, Maldives, Pakistan, Myanmar, Nepal, Bhutan, Bangladesh, Thailand, Laos, Cambodia, Vietnam, Singapore, Malaysia, Indonesia, East Timor, the Philippines, Brunei, Papua New Guinea, the Pacific Ocean Islands, Australia, and New Zealand.

3. Virtual User (SilkPerformer only) A "Virtual User" represents a simulation of a particular individual user executing a transaction or sequence of operations. Virtual Users are further qualified by class, and may be licensed on either a Node-Locked or Concurrent User basis. If a Virtual User is licensed on a Node-Locked basis (as provided below) ("Node-Locked Virtual User License"), that Virtual User may be associated with a Multi-Machine Controller ("MMC") component of the Licensed Software only on the particular system for which the Virtual User is licensed. If a Virtual User is licensed on a Concurrent User basis (as provided below) ("Concurrent Virtual User License"), then that Virtual User may be associated with any licensed instantiation of a MMC at any one time, but during the operation of that instantiation, may not be associated with any other instantiation of a MMC at the same time. By way of example, if 50 Virtual Users are licensed on a Concurrent User basis, Licensee may simultaneously associate all 50 with one MMC instantiation; or simultaneously may associate 20 with one MMC instantiation and 30 with a second MMC instantiation; but could not, for example, simultaneously associate 30 with each of the two MMC instantiations. A "Web Virtual User" is a Virtual User limited to performing actions in basic web-based applications making use of the common web protocols set forth in the accompanying release notes. A "Standard Virtual User" is a Virtual User that has all of the rights of a Web Virtual User, and that may additionally make use of certain client-server, database and other protocols as set forth in the accompanying release notes. A "Premium Virtual User" is a Virtual User that has all of the rights of a Standard Virtual User, and that may additionally make use of certain protocols for packaged third-party applications and complex enterprise technologies as set forth in the accompanying release notes. Node-Locked Virtual User Licenses and Concurrent Virtual User Licenses are available for the MMC or Service Analysis Module ("SAM") component of the Licensed Software. A Node Locked Virtual User License means Licensee may use the Licensed Software in object code form on a production basis on one (1) computer and to permit the Licensed Software to be used and accessed at any one time by no more than the number of users indicated in the applicable Product Order (each a "Node Locked User"). If no number is indicated, the number shall be 1. A Concurrent Virtual User License means the same as the Concurrent User license option above.

Notes (i) Multiplexing software: The use of one or more external tools, including multiplexors or replicators, to reduce the number of users directly connected to the Licensed Software shall not exempt Licensee from acquiring licenses for all users. For example, use of multiplexing or connection pooling software or hardware to reduce the number of users directly connected to the Licensed Software, the number of Named Users or Concurrent Users within Licensee's organization using the Licensed Software shall be measured as the number of distinct inputs to the multiplexing or connection pooling front end and Licensee shall purchase the equivalent number of Named User or Concurrent User Licensees. If Licensee uses replicator software, Licensee may not use the Licensed Software or share licenses in any way not explicitly provided for in this License Agreement. (ii) APIs: Any user of any third party application that calls any Licensed Software application programming interfaces ("Product APIs") must have a valid license to connect to the Licensed Software. Licensee shall not, and shall not allow others, to reverse engineer, decompile, or disassemble the Product APIs. Commercial distribution of any products that include Product APIs requires a separate distribution license and such license is not granted by this License Agreement. (iii) TeamInspector: TeamInspector is licensed on a Named User basis only. (iv) Connectors: A license purchased for this Licensed Software allows use of such software in any quantity solely in conjunction with TeamAnalytics that is licensed and ordered separately.

D. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

All Application Middleware products including AppServer[™] and VisiBroker[®] including portions thereof, other products within the same product families and other Software Products where indicated by Licensor.

1. Development License Options

(a) Named User: For each Named User License, Licensee may install and execute the Licensed Software on one (1) computer for use by one (1) person in Licensee's organization solely to develop, compile (including byte code compile), and test, in source or object code form, Licensee's own application programs and other works ("Works") designed to work with the Licensed Software. Unless Licensee has purchased a valid Deployment License as described below, Licensee may not deploy or use the Licensed Software on a production basis. The Licensed Software contains certain time-out features designed to prevent the Licensed Software from being deployed in a runtime environment for longer than a specified period without Deployment License keys. Deployment License keys will be provided to Licensee at such time as Licensee purchases the requisite Deployment Licenses. WORKS CREATED USING THE LICENSED SOFTWARE MAY REQUIRE THE LICENSED SOFTWARE IN ORDER TO RUN. WITHOUT THE REQUISITE DEPLOYMENT LICENSE KEYS, THE LICENSED SOFTWARE WILL BE DISABLED AND THOSE WORKS MAY NO LONGER RUN. LICENSEE SHOULD THEREFORE TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT.

2. Deployment License Options

(a) <u>Concurrent User</u>: For each Concurrent User Deployment License, License may install the Licensed Software, in executable form only, on a server accessed and used by multiple users over a network, provided that the Licensed Software is used only by as many concurrent users at any given moment in time as Licensee has purchased concurrent licenses and provided further that use of the Licensed Software is only in the Territory and accessed only by users physically located in the Territory. The foregoing license shall be for access and use, only by the equivalent number of concurrent users for whom Licensee has paid the applicable license fees, solely to create, compile (including byte code compile), test and deploy, in source or object code form, Works. As used in this Section, use or in use means that the Licensed Software is "in use" on a computer or machine when it is loaded into random access memory (RAM) of that computer.

Licensed Software may not be shared or used concurrently on computers or machines located outside of the Territory or in such a way to enable use or access by users located outside the Territory.

(b) <u>Server/CPU</u>: For each Server/CPU Deployment License Licensee may install and execute the Licensed Software in object code form on a production basis on one (1) server hardware unit that is operating the platform designated in the applicable Product Order and that has no more than the number of CPUs designated in the applicable Product Order and to permit the Licensed Software as so installed to be accessed at any one time by an unlimited number of concurrent users. Licensee may not install or execute the Licensed Software on any type of device that has a greater number of CPUs and Licensee may not, under a given Server/CPU Deployment Licensee, install or execute the Licensed Software on more than one (1) computer. Licensee may use and deploy the Licensed Software either as a Server or as a Client. Use of the Licensed Software as a "Server" means to manage and control the automated exchanges of information with one or more remote computers through various telecommunications channels. Use of the Licensed Software as a "Client" means to operate the Licensed Software on a computer to facilitate communications with the Server. The Client shall not act as or perform the functions of a Server. A Client may make only a maximum of 10 concurrent call backs. A Client shall not have POA (Portable Object Adapter) policies with the following values: LifespanPolicyValue.PERSISTENT;

RequestProcessingPolicyValue.USE_SERVANT_MANAGER; RequestProcessingPolicyValue.USE_DEFAULT_SERVANT

Subject to these restrictions and limitations and any additional restrictions or limitations that may appear in the applicable Product Order, Licensee may install the Client on an unlimited number of computers. Licensee receives no right to deploy Clients without the purchase of a Server/CPU Deployment License.

- (c) <u>Backup Server License Option for AppServer and VisiBroker</u> Licensee may install the Licensed Software on a single backup server and use the Licensed Software in object code form solely for backup or disaster recovery purposes ("Backup Server License"). Licensee may not use the Licensed Software on a production basis except during periods when one or more copies of the Licensed Software for which Licensee has purchased a Deployment License are nonfunctional, and, in such event, only in accordance with the terms of the Deployment License
- (d) <u>Standby Server License Option for AppServer and VisiBroker</u> Licensee may install the Licensed Software on a single standby server and use the Licensed Software in object code form solely in a standby, non-production mode for use in the event the primary server fails ("Standby Server Licensee"). Licensee may not use the Licensed Software on a production basis under a Standby Server License except during periods when one or more copies of the Licensed Software for which Licensee has purchased a Deployment License are nonfunctional, and, in such event, only in accordance with the terms of the Deployment License.

E. OTHER LICENSE OPTIONS

- 1. System Partitioning /LPAR/IFL Licensed Software may be licensed for installation and use on computer systems which incorporate logical partitioning (LPAR), and/or Integrated Facility for Linux ("IFL") provided such rights have been expressly granted to Licensee by Licensor in writing and Licensee complies with the restrictions set forth in this Section. The licensing models in this Section 1 are only applicable to Server type licenses and are not available for computer systems where system resources (e.g. Cores/CPUs) may be scaled down or varied (e.g. "Pay Per Use" or "Pay Per Forecast" models).
- (a) <u>Logical Partitioning (LPAR)</u>: The licensing requirements of computer systems (e.g. a Host Server) which incorporate hard and/or soft partitioning shall have their licensing requirements determined as follows:
- (i) <u>Hard Partitioning</u>: Hard partitioning is established by using a hard physical partition to physically segment a single larger server so that the Host Server utilizing the Licensed Software is a separate and distinct smaller system (that is, each separate system acts as a physically independent, self-contained server with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources). Examples of such hard partitioning include: Dynamic System Domains (DSD) -- enabled by Dynamic Reconfiguration (DR), Solaris 10 Containers (capped Containers only), LPAR (adds DLPAR with AIX 5.2), Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Static Hard Partitioning. For computer systems where hard partitioning has been employed to create the Host Server being utilized to operate the Licensed Software, and distinct computer system. For example, where the total computer system has 8 Cores/CPUs but only 4 Cores/CPUs have been hard portioned to use the Licensed Software, Licensee shall only be required to license such 4 Cores/CPUs on such hard partitioned system.
- (ii) <u>Soft Partitioning</u>: Soft partitioning is established by using the computer systems operating system resource manager to segment and limit the number of Cores/CPUs where the Licensed Software is running by creating areas where processor resources are allocated and limited within the same operating system. Examples of such soft partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware. For computer systems where soft partitioning has been employed to create the Host Server being utilized to operate the Licensed Software, such Host Server shall be licensed pursuant to the terms and conditions set forth in this Section 1 as if such Host Server where a separate and distinct computer system but the Cores/CPU required to be licensed shall be an "expected" Cores/CPU number calculated as the ratio of the number of Cores/CPUs soft partitioned as a percentage of the entire computer system' Cores/CPUs, increased by ten percent (10%). For example, on an 8 Core/CPU computer system where soft partitioning has been utilized such that only 4 Cores/CPUs are allocated to use the Licensed Software, a Server License fee charge equal to 60% of the total computer system Cores/CPUs would be required (50%+10% = 60% of an 8 Core/CPU system license fee).
- (b) Integrated Facility for Linux ("IFL"): An Integrated Facility for Linux or IFL Host Server is established by using a dedicated Host Server where the IFL Host Server is isolated from general use and is only capable of utilizing the Linux operating system and running Linux applications and cannot run other operating systems or applications. For IFL Host Server computer systems being utilized to operate the Licensed Software, such IFL Host Server shall be licensed pursuant to the terms and conditions set forth in this Section 1 as if such IFL Host Server were a separate and distinct computer system. For example, where the total computer system that has 8 Cores/CPUs but the IFL Host Server is a 4 Cores/CPUs IFL computer system and the IFL system is the only system using the Licensed Software, Licensee shall only be required to license such 4 Cores/CPUs on such IFL Host Server system.

- (c) <u>LPAR and IFL Host Server Verification</u>: Licensee shall provide to Licensor, upon commencement of this License Agreement and at such other times as Licensor may reasonably request, confirmation that Licensee's computer systems comply with the LPAR and/or IFL license requirements set forth in Subsections 1(a) and (b) above. Such confirmation shall be signed by a director or officer of Licensee and shall be accompanied by all information as Licensor reasonably requires to verify that Licensee is utilizing the Licensed Software in compliance with the terms and conditions of the License Agreement. The foregoing is in addition to Licensor's rights under Section 3 of the License Agreement.
- 2. Evaluation License Option Licensed Software provided under this License Option gives Licensee a term license to use the Licensed Software within Licensee's organization during the evaluation term specified in writing by Licensor, solely for evaluation and testing purposes on a single computer system and not for development, commercial, or production purposes. Licensee may not reproduce or distribute the Licensed Software. Licensee's results of benchmark or other performance tests run on or using the Licensed Software may not be disclosed to any third party without Licensor's prior written consent. At any time during the evaluation term or upon completion thereof, Licensee may, upon written notification to Licensor and payment of the applicable license fee, replace the evaluation license with a license to use the Licensed Software pursuant to one of the other applicable options listed in Annex1. In the absence of such notification by Licensee, the evaluation license shall automatically terminate at the end of the evaluation term and Licensee shall return, or, if Licensor so directs, delete and destroy all such Licensed Software and provide Licensor with written confirmation of such deletion and destruction being completed. Licensor may, in its sole discretion, grant Licensee an extension to the evaluation term subject to receiving a written request and reasons for such request from Licensee prior to expiration of the evaluation term. Licensor will specify any such agreed extension in writing to Licensee. Licensed Software provided by Licensor free of license fee charge shall be deemed to be provided pursuant to this Evaluation License Option unless otherwise agreed in writing. In the absence of any contrary period specified in writing by Licensor, the evaluation term shall be deemed to be thirty (30) days. In relation to Licensee Software provided pursuant to this Evaluation License Option, this Section shall prevail over any contrary provisions set forth in this License Agreement.
- 3. Test License Option Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely for Licensee' internal testing purposes on a single computer system. At no time may Licensee use the Licensed Software for development, commercial, or production purposes, nor may Licensee reproduce or distribute the Licensed Software or any software application programs created with it. The applicable license fee for this License Option will be determined by the access or use to be tested. For example, batch process testing will require the payment of the applicable license fee for a Licensor server license for CPU. Licensee' results of benchmark or other performance tests run on or using the Licensed Software may not be disclosed to any third party without Licensor's prior written consent. If Licensee uses the Test Licenses for any purpose other than for Licensee' internal testing purposes, the Test License shall terminate automatically and without notice. Upon such termination, Licensee may convert the terminated Test License to a standard license type listed above by paying the applicable conversion fee. In relation to Licensed Software provided pursuant to this Test License Option, this Section shall prevail over any contrary provisions set forth in this License Agreement.

ANNEX 2 SPECIFIC SOFTWARE TERMS

The following terms and conditions apply to the applicable Licensed Software products named below and supersede any conflicting terms and conditions set forth elsewhere in this License Agreement:

ALL VERSIONS OF NET EXPRESS®, SERVER EXPRESS™, MICRO FOCUS STUDIO™, MICRO FOCUS SERVER™, EXTEND®, RELATIVITY®, RM/COBOL®, REUZE DEVELOPER, OPEN PL/I AND XCENTRISITY®. For this Licensed Software Licensee has the option to use the Licensed Software licenses purchased either (i) for internal development purposes, or (ii) to reproduce and distribute internally, as both options are described in Annex 1, any software application program created by Licensee using any such Licensed Software product, in whole or in part, as a part of Licensee' own application software product ("Licensee Application Software"). Where the foregoing option (ii) is selected it is contingent upon Licensee (a) including Licensor's copyright notice for the Licensed Software on the product label and as a part of the sign-on message for such Licensee Application Software product; and (b) indemnifying, holding harmless and defending Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys' fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software. Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensed Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any such functionality when linked into a software application program. The grant of license for the Licensed Software does not permit Licensee to either use or reproduce and distribute any files supplied as part of the Licensed Software in order to create a compiler, interpreter or runtime support product. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

MAINFRAME EXPRESS® ENTERPRISE EDITION.

- (i) Where Mainframe Express Enterprise Edition (all versions and editions including earlier versions such as Mainframe Express) is the Licensed Software, Mainframe Express Enterprise Edition may only be used for development purposes. Licensee may not use Mainframe Express Enterprise Edition for production purposes nor utilize or access any of the Mainframe Access portions of the Licensed Software from any Licensed Software product licensed separately, unless the Licensor product, Mainframe Access, has also been separately licensed from Licensor, in which case, the Mainframe Access product included as part of Mainframe Express Enterprise Edition may be installed on the number of host (mainframe) machines needed to support the number of authorized end-users of Mainframe Express Enterprise Edition.
- (ii) Where Mainframe Express Enterprise Edition is the Licensed Software, the Licensed Software will contain Component Generator. In order to use the components created using Component Generator, Licensee must pay a license fee. Upon payment of such license fee, Licensor grants Licensee a personal, non-exclusive, non-transferable license to use the components according to the type of license granted. Licensor has and will retain all ownership rights to any application source code generated by a template, wizard or similar functionality, ("Generated Source Code") supplied as part of the Component Generator including without limitation all patent rights, copyrights, trademarks, trade secrets, service marks, related goodwill, and confidential and proprietary information relating thereto. For the avoidance of doubt, Generated Source Code does not include Application Server Files. Licensee shall have and retain all ownership rights to Licensee's implementation of the Generated Source Code, provided that nothing in this Section shall be construed as in any way granting Licensee any right to limit or prevent: (i) Licensor from licensing any of its existing or future Licensed Software or providing any of its existing or future services to third parties; or (ii) Licensor or any other users of the Component Generator from generating and using identical or similar implementations of Generated Source Code. Licensor grants Licensee a perpetual, transferable, non-exclusive, royalty-free right to reproduce and distribute the Generated Source Code in object code form together with any implementation Licensee make thereto as a part of Licensee's application of the Licensed Software product created using the Component Generator and that such Licensee application of the Licensed Software product adds significant and primary functionality to the Generated Source Code.

ALL VERSIONS OF MICRO FOCUS STUDIO, REUZE DEVELOPER AND NET EXPRESS. For this Licensed Software

- (i) Redistribution of Internet Shortcut Support DLL (URL.DLL) in Microsoft Win32 SDK. To obtain rights to distribute file "URL.DLL" supplied as part of the Microsoft Win32 SDK that may be included with the Licensed Software, Licensee must print out, sign and return the Microsoft Win32 SDK End User Licensee Software Licensee Agreement (located at \license\win32sdk.txt in the Microsoft Win32 SDK) to Microsoft Corporation, Win32 SDK Program, Building 5-2, One Microsoft Way, Redmond, Washington 98052-6399. URL.DLL may be included as part of a future version of Windows or Windows NT. Upon notification by Microsoft of its inclusion of URL.DLL in Windows or Windows NT, Licensee shall upgrade its application so that it no longer contains URL.DLL, and within a reasonable period after such time, but no later than six (6) months, cease distribution of URL.DLL.
- (ii) <u>Use of Microsoft Visual Studio Technology and Visual Studio .NET Premier Partner Edition, including VSIP-SDK ("VSN Software").</u> The VSN Software is provided by and governed under the VSN Software End User License Agreement ("VSN EULA") enclosed with the Licensed Software. Licensee must agree to be bound by the VSN EULA before use of the VSN Software. Licensee shall not use or enable others to use the information/content of the VSIP-SDK to enable any development environment other than Visual Studio .NET to host packages that use the interfaces documented in the VSIP-SDK or use or enable others to develop or distribute extensions to or wrappers for the VSN Software, or the interfaces between the Licensed Software and the VSN Software.

ACADEMIC EDITIONS/USERS. Where Licensed Software is licensed under Licensor's ACTION Program, in addition to the above terms and conditions:

- (i) Licensee shall not use the Licensed Software for any purpose other than for education, training or academic research activities.
- (ii) Licensee shall not copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor.
- (iii) License management: If Licensee is the academic institution using the Licensed Software for teaching purposes, Licensee will manage all student licenses through a license server provided by Licensor in accordance with guidelines provided by Licensor. Licensee agrees to provide reports describing the number of licenses Licensee has issued in each period upon Licensor's request.
- (iv) Where CALIBERRM™, TEAMDEFINE™, TOGETHER®, STARTEAM®, TEMPO™, TEAMDEMAND®, TEAMFOCUS™, TEAMANALYTICS®, TEAMINSPECTOR™, SILKCENTRAL®, TEST MANAGER™, SILKTEST®, SILK4J™, SILKPERFORMER® APPSERVER™ OR VISIBROKER is the Licensed Software, the Licensed Software may be used solely for Licensee's personal use in providing or receiving instruction within the limited scope of guided computer programming and/or software training course(s) in which Licensee is a direct and personal participant, either as student or instructor ("Course(s)"). The Licensed Software may only be used with other participants of the Courses and then only for educational or training purposes. The Licensed Software may not be used for any commercial, business, governmental or institutional purpose of any kind, except to the extent Licensee is an instructor teaching a Course.

NET EXPRESS PERSONAL EDITION. Where Net Express Personal Edition is the Licensed Software, in addition to the above terms and conditions:

- (i) Licensee shall not to use the Licensed Software for any purpose other than for personal educational and non-commercial activities. The Licensed Software may not be used for training or teaching purposes.
- (ii) Licensee shall not use the Licensed Software to compile source code for applications of more than two thousand, two hundred (2200) lines of procedural code (exclusive of lines containing comments and/or blanks) in any one (1) application or to deploy such application to any other machine.
- (iii) Licensee shall not copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor
- ALL VERSIONS OF MICRO FOCUS STUDIO, NET EXPRESS, AND SERVER EXPRESS. This Licensed Software may include or generate limited licenses for Micro Focus Server, Application Server and/or Enterprise Server. If such licenses are included or generated, these limited licenses are provided solely for use by the Named User of the Licensed Software in order to unit test an application developed with any version of Micro Focus Studio, Net Express, or Server Express on the server used to develop the application and may not be used for system testing, production or deployment. Any use of this limited license outside of the development and unit testing of such applications is outside the scope of the license.
- ALL VERSIONS OF MICRO FOCUS STUDIO, REVOLVE® ENTERPRISE EDITION, MAINFRAME EXPRESS, NET EXPRESS, AND MICRO FOCUS LICENSE SERVER. Licensee may use the Micro Focus License Server that accompanies the Licensed Software to generate request or access codes for Licensee's use of the Licensed Software. Licensee may not use the Micro Focus License Server to generate multiple-user request of access codes for the Licensed Software unless Licensee has paid the appropriate license fees for each authorized user accessing the Licensed Software.

MICRO FOCUS STUDIO FOR COBOL DEVELOPERS AND MICRO FOCUS STUDIO ENTERPRISE EDITION. Where Micro Focus Studio is the Licensed Software, Licensee may utilize the Licensed Software on both the Windows platform and one UNIX platform, which will be designated on the Product Order. Use of the Licensed Software on a different UNIX platform than originally licensed or on more than one UNIX platform will require additional licenses and the payment of applicable license fees. Licensee may install the Licensed Software on more than one machine or Host Server, so long as the Licensed Software is only used by the same named user on each machine or Host Server.

MICRO FOCUS REVOLVE ENTERPRISE EDITION. Where Micro Focus Revolve Enterprise Edition is the Licensed Software, Licensee may only utilize the Licensed Software for its own internal benefit and may not use the Licensed Software to process third-party code or to generate reports to be delivered to a third-party for that third party's benefit without first entering into a separate agreement with Licensor.

MICRO FOCUS DATA EXPRESS™. Where Micro Focus Data Express is the Licensed Software Licensee may utilize both the Data Subset Extraction and the Data Masking modules, however, Licensee may only use other modules that are expressly listed in the relevant Product Order and for which Licensee has paid the separate relevant license fee.

MICRO FOCUS ENTERPRISE VIEWTM. Where Micro Focus Enterprise View is the Licensed Software, Licensee may only use those additional modules that are listed in the Product Order and for which Licensee has paid a separate license fee. Where a Micro Focus

Enterprise View module has language-specific capability, any licensed languages shall be listed in the Product Order. Support for additional languages is subject to an additional license fee.

MICRO FOCUS ENTERPRISE VIEW - RAPID ASSESSMENT OPTION. Micro Focus Enterprise View - Rapid Assessment Option is provided to Licensee on a fixed term license basis only. The start and ending dates of the term will be set forth in the Product Order. Unless otherwise stated in the Product Order, Micro Focus Enterprise View - Rapid Assessment Option is licensed on a "Line of Code" basis.

MODERNIZATION WORKBENCH SOFTWARE DEVELOPMENT KIT. This Licensed Software may only be utilized for the purpose of creating applications designed to operate with Modernization Workbench. The SDK does not contain any redistributable code and Licensee is not permitted to distribute any part of the SDK. No support is provided for the SDK.

XCENTRISITY BUSINESS INFORMATION SERVER. This Licensed Software is licensed on a concurrent user basis for local area network usage ("LAN") or wide area network usage ("WAN"). A LAN license may only be installed and used on one server, whereas a WAN license may be installed and used on any number of servers, both subject to the number of concurrent users licensed.

OPTIMAL TRACE, QACENTER, QADIRECTOR, QALOAD, QARUN, RECONCILE, TESTPARTNER, TRACKRECORD, CARS, TEST FACTORY, DEVPARTNER. This Licensed Software may include technology for monitoring authorized use, including the policy files and license keys required to use the Licensed Software (the "License Authorization Server" or "LAS"). The LAS may be installed on a single-specified computer system at the specific site for which Licensee has contracted (the "Designated System"). The LAS, or any part thereof, may not be transferred from the Designated System. Regardless of the installation of the LAS, Licensee must remain compliant with the terms in this License Agreement (including without limitation any license restrictions and number of users permitted pursuant to this License Agreement). The LAS cannot be used or installed on a Virtual Machine.

Licensee may not transfer, ship or use this Licensed Software outside the country in which it was originally licensed to Licensee. Only one copy of the Licensed Software may be installed on a single computer at any one time unless: (A) The Software is designed and intended by Licensor for use in a shared network client server environment, as set forth in the Documentation; or (B) Licensee has purchased a license for each individual user of the Licensed Software and/or for each computer that will have access to the Software. Except for Optimal Trace Enterprise Edition, in the event the Software is designed and intended by Licensor for use in a shared network client server environment, Licensee may only install the Software on a single server.

The following shall **only** apply if the Licensed Software is device driver development software, used by Licensee to develop application or device driver programs ("User Software"), as specified in the Documentation. The User Software may include run-time components ("RTCs") that have been extracted by the Software from the library files of the Software, programs to remotely test the User Software, and compiled code examples. These RTCs, examples, and programs are specifically designated as redistributable in the Documentation. Licensee has a worldwide, non-exclusive, royalty-free, restricted license to: (A) modify, compile and distribute the driver code examples; (B) distribute the remote testing program for testing purposes only; (C) embed the RTCs and driver code examples in its User Software, in object code form only; and (D) reproduce and distribute the RTCs and driver code examples embedded in its User Software, in object code form only provided that with respect to each of (A) – (D) inclusive (i) Licensee distributes the RTCs and driver code examples only in conjunction with and as a part of its User Software; (ii) Licensee will be solely responsible to anyone receiving its User Software for any updates, technical and other support obligations, and any other liability which may arise from the distribution of its User Software; (iii) Licensee does not use Licensor's or its licensors' names, logos, or trademarks to market or distribute its User Software; (iv) Licensee includes Licensor's and its licensors' copyright and/or proprietary notices and legends within the executable images of its User Software and on Licensee's software media and documentation; and (v) Licensee agrees to indemnify, hold harmless and defend Licensor and its licensors from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of its User Software.

OPTIMAL TRACE, QACENTER, QADIRECTOR, QALOAD, QARUN, QUALITY MANAGER, RECONCILE, TESTPARTNER, TRACKRECORD, TEST FACTORY, DEVPARTNER. This Licensed Software may be used in a Virtual Machine only where licensed for concurrent users. In addition this Licensed Software may be used on any operating system on which the Licensed Software is capable of operating and which is supported by Licensor.

<u>QALOAD</u>. This Licensed Software may be licensed on a Virtual User basis. A "Virtual User" represents a simulation of a particular individual user executing a transaction or sequence of operations. QALoad Virtual users are pooled for use by the total number of licensed QALoad Conductors and one or more licensed QALoad Conductors may use some or all licensed Virtual Users. Virtual Users may be used across all support protocols (Easyscripts).

<u>SILKCENTRAL</u>, <u>TEST MANAGER</u>, <u>SILKTEST</u>, <u>SILK4J</u>, <u>SILKPERFORMER</u> This Licensed Software may include technology for monitoring authorized use, including the policy files and license keys required to use the Licensed Software (the "License Authorization Server" or "LAS"). The LAS may be installed on a single-specified computer system at the specific site for which Licensee has contracted (the "Designated System"). The LAS, or any part thereof, may not be transferred from the Designated System. Regardless of the installation of the LAS, Licensee must remain compliant with the terms in this License Agreement (including without limitation any license restrictions and number of users permitted pursuant to this License Agreement). The LAS cannot be used or installed on a Virtual Machine.

SILK PERFORMER. This Licensed Software may be installed on a reasonable number of Licensee computer systems. Licensee may use the Multi-Machine Controller (also referred to as "Workbench") ("MMC") component and related load-test agents on an unlimited number of machines for an unlimited number of users, but solely in connection with the use of SilkPerformer in accordance with the number, type and class of Virtual User Licenses purchased. Premium Virtual User Licenses for SilkPerformer, when ordered in any quantity, include a single Named User limited license to use SilkTest (the "Additional Product"). The Additional Product may be used ONLY in conjunction with the Premium Virtual User Licenses of SilkPerformer and may not be used or transferred on a stand-alone basis. Incremental use of any Additional Product beyond the single Named User license, or stand-alone use, must be licensed and paid for separately.

<u>TEAMANALYTICS 2008.</u> This Licensed Software includes a single Named User limited license to use StarTeam (either StarTeam Enterprise 2006, StarTeam Enterprise Advantage 2006, StarTeam Enterprise 2008 or StarTeam Enterprise Advantage 2008), CaliberRM (either CaliberRM 2006 or CaliberRM 2008) and SilkCentral Test Manager (either SilkCentral Test Manager 2006 or SilkCentral Test Manager 2008) (the "Additional Products"). The Additional Products may be used only in conjunction with the TeamAnalytics 2008 product

and may not be used or transferred on a stand-alone basis. Incremental use of any Additional Products beyond the single Named User license, or stand-alone use, must be licensed and paid for separately.

<u>TEAMANALYTICS 2009</u>. This Licensed Software includes a single Named User limited license to use StarTeam, CaliberRM and SilkCentral Test Manager (collectively, the "Additional Products"). The Additional Products may be used ONLY in conjunction with the TeamAnalytics 2009 and may not be used or transferred on a stand-alone basis. Incremental use of any Additional Products beyond the single Named User license, or stand-alone use, must be licensed and paid for separately.

<u>TOGETHER</u>. This Licensed Software may be used solely to create, compile (including byte code compile), test and deploy, in source or object code form, Licensee application programs and other works. This Licensed Software requires registration with Licensor prior to use. Licensee will be prompted to register at the time of installation or first use, at which time Licensee will be notified, or directed to online resources explaining, how registration information provided by Licensee may be used and Licensee will be afforded the opportunity to opt out of certain uses of such information. Licensee may use the License Manager component of the Licensed Software, in executable form only, on a server for use solely in connection with Licensee's use of the Licensed Software.

<u>TEAMDEFINE</u>. This Licensed Software includes the capability for an unlimited number of users to review the simulation program integrated into the Licensed Software by Licensor or its suppliers. Such users may not otherwise use the Licensed Software. Where an evaluation license option is obtained for this Licensed Software pursuant to Annex 1.E.2 the evaluation period will continue for up to 365 days. During the first 30 days of the evaluation period Licensee will be able to access all functionality of this Licensed Software except "Project Export". During the remaining evaluation period such functionality will continue except that Licensee will have read only access to "simulations", "requirements", "SDK", "integrations", "images" and "templates". Licensee may purchase a full license for this Licensed Software at any time during the evaluation period.

SILKCENTRAL, TEST MANAGER, SILKTEST, SILK4J, SILKPERFORMER, TEAMDEFINE, CALIBER™, TOGETHER, STARTEAM, TEMPO, TEAMDEMAND, TEAMFOCUS, TEAMANALYTICS, TEAMINSPECTOR, APPSERVER, VISIBROKER. This Licensed Software may be used in a Virtual Machine only where a concurrent user license has been granted

<u>APPSERVER</u>, <u>VISIBROKER</u>. For this Licensed Software, regardless of the number of CPU's for which Licensee has purchased a Deployment Licensee: (i) Licensee may not run more than one instance of the deployed Licensed Software on a single computer, and (ii) the Licensed Software may not be accessed at any one time by more than the number of Concurrent Users indicated in the applicable Product Order. In the event Licensee desire additional instances or additional Concurrent Users, Licensee must purchase a separate license applicable to a different computer.

APPLICATION MIDDLEWARE PRODUCTS. Licensee may not include this Licensed Software or any component thereof in any general-purpose software development tool, library, component, or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product offerings; nor may Licensee use the Licensed Software to create a product or operate a service that is generally competitive with the Licensed Software or any other Licensor product offerings, including any general-purpose software development tool. The foregoing restriction does not apply, however, to use of the Licensed Software to develop "plug-ins" (i.e., integrations created using the Licensed Software's open tools API) so long as such plug-ins are designed to provide supplementary functionality to the Licensed Software.

This Licensed Software is not redistributable. Licensee is not permitted to reproduce the Licensed Software for sublicensing, resale, lending, leasing, deployment or distribution to any party, including without limitation, distributing the Licensed Software as part of a VAR, OEM, distributor or reseller arrangement. If Licensee integrates the Licensed Software into a Work and intends to distribute or resell the resulting integrated Work, Licensee must contact Licensor to obtain the appropriate distribution license.

The portions of this Licensed Software identified as VISISECURE, VISITRANSACT, VISINOTIFY, VISITIME and VISITELCOLOG (collectively, the "VISISERVICES") are not redistributable. This License Agreement does not permit Licensee to execute, or otherwise use the VISISERVICES portion of the Licensed Software for any purpose unless Licensee has acquired a separate Development and/or Deployment License for VISISERVICES directly from Licensor before developing or deploying any Work that uses such portion of the Licensed Software. Licensee is not permitted to reproduce VISISERVICES for sublicensing, resale, lending, leasing, deployment or distribution to any party, including without limitation, distributing VISISERVICES as part of a VAR, OEM, distributor or reseller arrangement. If Licensee integrates VISISERVICES into a Work and intends to distribute or resell the resulting integrated Work, Licensee must contact Licensor to obtain the appropriate distribution license.

Notwithstanding the prohibition hereunder against decompiling this Licensed Software, Licensee may use that portion of the Licensed Software identified as "API Decompiler" for inspecting the public application programming interface (API) of the JAVA BEANS COMPONENT LIBRARY, DATAEXPRESS, DBSWING and OPENTOOLS API modules.

The following Java Technology Restrictions are applicable to the component of this Licensed Software identified as SonicMQ if it accompanies the Licensed Software: Licensee may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that Licensee otherwise create an additional class and associated API(s) which (i) extends the functionality of a Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Licensee must promptly publish broadly an accurate specification for such API for free use by all developers. Licensee may not create, or authorize its own licensees to create additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by sun in any class file naming convention.

This Licensed Software may include certain files, libraries and/or source code specifically designated as "redistributables" by Licensor in the accompanying printed or on-line documentation and that are necessary to use works created using the Product ("Redistributables"). From time to time, Licensor may designate other files as Redistributables. Subject to the terms and conditions of this License Agreement, Licensee may freely redistribute source code or compiled code that is entirely Licensee's own and does not contain any Redistributables. Subject to the terms and conditions of this License Agreement, Licensor grants Licensee the personal, non-exclusive, non-transferable and limited license to: (a) make exact copies of the Redistributables and distribute those copies solely as components of Licensee's Works and solely as required for permitting end users of the Works ('End users") to install and execute the Works; (b) install and execute

Redistributables, without modification, solely for Licensee's own internal use; and (c) sublicense to End Users the personal, non-exclusive, non-transferable right to install and execute Redistributables, without modification, solely as components of Works and solely for such End Users' own internal use, subject to End Users' compliance with the restrictions in this License Agreement. These rights granted may not be exercised by others, including co-developers, regardless of how Licensee's Works are compiled, linked, or packaged. These rights apply only to Redistributables and to no other file, library, source code or other component or derivative work of the Licensed Software. They may be exercised only with respect to works created by Licensee using a duly licensed, properly registered copy of the Licensed Software.

ENDS

The following terms and conditions shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

Where Licensor has expressly granted to Licensee the right to install and use the Licensed Software on a soft partition, the license fee shall be based on an "expected" Cores number calculated as the ratio of the number of Cores allocated to the soft partition to the total number of Cores on the Host Server, increased by a percentage to be determined by Licensor. To be effective, such grant must be set forth in the applicable Product Order or otherwise in writing separate from this License Agreement.

The following terms and conditions shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

With respect to Micro Focus COBOLTM 2010 Runtime, COBOL Server, and all other application deployment products, Licensee may reproduce and distribute internally, in whole or in part, subject to the applicable license option as described in Annex 1 and the applicable Product Order, any software application program created by Licensee using the corresponding development product for the Licensed Software (if separately licensed to Licensee by Micro Focus) that contains any files from such development product and/or the Licensed Software ("Licensee Application Software"). Licensee shall (a) include Licensor's copyright notice for the Licensed Software on any product label and as a part of any sign-on message for such Licensee Application Software product; and (b) indemnify, hold harmless and defend Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys' fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software. Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensee Application Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any of the Licensee Application Software's functionality when linked into another software application program. The grant of license for the Licensed Software does not permit Licensee to either use or reproduce and distribute any files supplied as part of the Licensed Software in order to create a compiler, interpreter or runtime support product. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

With respect to all application development products including Visual COBOL®:

- Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.
- 2) This Licensed Software may include or generate limited licenses for Micro Focus COBOLTM 2010 Runtime, COBOL Server, or other deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the Named User of the Licensed Software in order to unit test an application developed with the Licensed Software on the same machine or server used to develop the application and may not be used for system testing, production or deployment, and (for Visual COBOL products) may only be used if the Licensed Software is current on support and maintenance. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

With respect to VISUAL COBOL® PERSONAL EDITION products:

- 1) Licensee shall not use the Licensed Software for any purpose other than for personal educational and non-commercial activities. The Licensed Software may not be used for training or teaching purposes, and
- 2) Licensee shall not use the Licensed Software to compile source code for applications of more than two thousand, two hundred (2200) lines of procedural code (exclusive of lines containing comments and/or blanks) in any one (1) application or to deploy such application to any other machine.

The following terms and conditions shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

With respect to Enterprise Developer PERSONAL EDITION products:

- 1) Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.
- 2) The compiler functionality in the Licensed Software has been disabled. Licensee shall not use the Licensed Software for any purpose other than to input, edit and syntax check code for personal educational use. The Licensed Software may not be used for training or teaching purposes.

1. The following terms and conditions are added to Annex 1 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

F. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

All Orbix, Artix, and Orbacus products and other software products where indicated by Licensor, notwithstanding the license options set forth in Section D of Annex 1. Not all License Options are available for each product. Please contact Licensor for a list of specific options available for the desired product.

Alert License: An Alert License grants Licensee the right to designate a Named User (which may be an employee or a non-employee) to access and use the Licensed Software subject to and in accordance with the Named User/Seat License model described herein, for the sole purpose of receiving alerts and notices generated by the Licensed Software in connection with the Use Case, if any, specified in the Product Order, and for no other purpose. Licensee must purchase a number of Alert Licenses equal to the number of recipients who will have the ability to receive alerts and notices and who do not already possess a Platform User License or a Runtime User License for the Licensed Software.

<u>Core License</u>: A Core License grants Licensee the right to run the Licensed Software, or an application which can access the Licensed Software, on a single Core on a single Server and on a single Platform. The total number of Cores on the Server may not exceed the total number licensed to Licensee. Additional Core License(s) are required for each Core of a Server on which the Licensed Software runs, including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Core License may not be transferred from one Server or Platform to another.

<u>CPU License</u>: A CPU License grants Licensee the right to run the Licensed Software, or an application which can access the Licensed Software, on a single CPU on a single Server and on a single Platform, where such CPU contains only one Core. If the CPU contains more than one Core, then Licensee must either purchase a Core license for the Licensed Software or, if no Core license model is available for the Licensed Software, then each Core in the CPU shall count as one (1) CPU. Additional CPU License(s) are required for each CPU on a Server that runs the Licensed Software, including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one Server or Platform to another.

<u>Developer User License</u>: A Developer User License grants Licensee the right to designate a Named User to access and use the Licensed Software subject to and in accordance with the Named User/Seat License model described herein, in a non production environment only and solely for the purposes of developing, testing, staging, and/or supporting applications, dashboards, strategies, algorithms, business processes, graphical user interfaces, and/or any other computer software programs, to the extent contemplated in the Documentation for the particular Licensed Software licensed hereunder.

Named User Seat License: A Named User or Seat License grants Licensee the right to designate a Named User to access and use the Licensed Software or access and use an application which can access the Licensed Software. Licensee must be able to identify and count each Named User. A Named User License is a multi-server license but the Licensed Software must be used on a single Platform. A Named User may not be designated concurrently on different computers or devices or shared by multiple users. A Named User does not have to be logged on to the Licensed Software to be counted as a Named User. Subject to any prohibition on assignment in the End User License Agreement, a Named User license designation may be transferred from one Named User to another provided that the original Named User no longer requires and is no longer permitted access to the Licensed Software. All Named Users must be bound to the terms and conditions of this Agreement.

<u>Platform Licenses</u>: A Platform License grants Licensee the right to install and use the Licensed Software solely for the Use Case, if any, specified in the Product Order. A Platform License is a multi-server license, but the Licensed Software must be used on a single Platform only for the Use Case and only by the licensed number of Named Users specified in the Product Order, each of which must be assigned a Platform User License, a Runtime User License by Licensee in accordance with the terms of this paragraph. Licensee may assign each Named User a Platform User License, a Runtime User License or an Alert License, provided that the total number of such licenses does not exceed the number of Named Users specified in the Product Order. If Licensee requires additional Named Users licensed to use the Licensed Software, then Licensee will be required to purchase additional Platform User Licenses, Runtime User Licenses and/or Alert Licenses, as applicable.

<u>Platform User License</u>: A Platform User License grants Licensee the right to designate a Named User to access and use the Licensed Software subject to and in accordance with the Named User/Seat License model described herein, in order to build, develop, deploy and/or execute one or more Interfaces for the Use Case, if any, specified in the Product Order.

Runtime User License: A Runtime User License grants Licensee the right to designate a Named User to access and use the Licensed Software subject to and in accordance with the Named User/Seat License model described herein, solely for the purposes of using the Dashboard Viewer capabilities of the Licensed Software and/or utilizing and executing Interfaces for the Use Case, if any, specified in the Product Order, and for no other purpose. Without limiting the foregoing and for the avoidance of any doubt, a Named User with a Runtime User License is not permitted to build or develop any Interfaces, but only to use the Licensed Software in connection with the use and execution of already existing Interfaces. Licensee must purchase a number of Runtime User Licenses equal to the number of Named Users who will have the ability to access and use the Dashboard Viewer capabilities and/or the Interfaces and who do not already possess a Platform User License. Use of graphical user interfaces connected to a Licensed Software requires a Runtime User license.

<u>Server/Machine License</u>: A Server or Machine License grants Licensee the right to install and use the Licensed Software, or an application which can access the Licensed Software, on a single Server and on a single Platform. Additional Server/Machine license(s) are required for each Server that runs the Licensed Software including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server or Machine License may not be transferred from one Server or Platform to another.

<u>Millions Service Units (MSU) License</u>: A Millions Service Units License grants Licensee the right to run the Licensed Software, or an application which can access the Licensed Software, on a specific LPAR designated by serial number and MSU Rating. Licensee shall not permit the number of MSUs per LPAR to exceed the applicable MSU Rating designated for such Millions Service Units License.

<u>Terabyte License</u>: A Terabyte License grants Licensee the right to use the Licensed Software to ingest and load uncompressed data collected from source systems up to the licensed number of Terabytes set forth in the applicable Product Order.

Application Specific License: If the Product Order lists a specific application authorized for use with the Licensed Software, or if Licensee obtained a Licensed Software in conjunction with a software application provided by a third party, the Licensed Software is licensed for use only with such application. Use with any other application/product is strictly prohibited. Licensee shall be further subject to the license terms of the appropriate license model for the Licensed Software (e.g., CPU License, Core License, Named User License, etc.) designated in the Product Order.

Non-Production Development, Support, Testing and/or Staging License: If Licensee ordered or obtained the Licensed Software for development, support, quality assurance, testing and/or staging or other non-production purposes, then the Licensed Software shall only be used by Licensee for such purposes and may not be deployed in a production environment. Licensee shall be further subject to the license terms of the appropriate license model for the Licensed Software (e.g., CPU, License, Core License, Server/Machine License, etc.) designated in the Product Order.

For purposes of the above, the following terms shall have the following definitions:

"Client Device": A Client Device is any input technology that allows the Licensee to access the Licensed Software, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a tablet, a laptop or other device that is operated by an individual.

"Interface": An Interface is an application (executing within the Licensed Software, such as a plug-in, or external to the Licensed Software), algorithm, strategy, dashboard or graphical user interface built or developed by Licensee with the use of the Licensed Software in accordance with this Agreement.

"Non-Human Operated Device": A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, an automated system interface or a tracking device.

"LPAR": A LPAR is a logical partition of a Server.

"MSU": A MSU is a million service units, as such term is used by IBM Corporation in its published ratings of machine capability (the "MSU Rating") regardless of manufacture of the machine.

"Named User": A Named User is a single individual, Non-Human Operated Device or Process.

"Process": A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Server": A logical computer with one or more CPUs on which the Licensed Software resides, along with the applications utilizing the Licensed Software, and which can be accessed by other computers. The term "Server" includes, but is not limited to, web servers, batch servers and application servers.

"Use Case": A Use Case is a description in the Product Order of one or more limitation(s) on the manner in which the Licensed Software may be used by Licensee. Such limitation(s) may include, but are not limited to, use of the Licensed Software only for a specified project, application, line of business, purpose of use or group of users.

"Terabyte": A Terabyte is a multiple of the unit byte of digital information. One Terabyte is equal to 1,000,000,000,000 bytes.

2. The following terms and conditions are added to Annex 2 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

ALL VERSIONS OF ORBIX FOR C++ RUNTIME, ORBIX FOR JAVA RUNTIME, ORBIX FOR C++ & JAVA RUNTIME, OR ANY OTHER ORBIX RUNTIME PRODUCT. Where this Licensed Software is licensed on a "Core" or "CPU" basis, Licensee may use and deploy the Licensed Software either as a Server or as a Client. Use of the Licensed Software as a "Server" means to manage and control the automated exchanges of information with one or more remote computers through various telecommunications channels. Use of the Licensed Software as a "Client" means to operate the Licensed Software on a Client Device or Non-Human Operated Device, or by use of a Process, to facilitate communications with the Server. The Client shall not act as or perform the functions of a Server. A Client may make only a maximum of 10 concurrent call backs. A Client shall not have POA (Portable Object Adapter) policies with the following values: LifespanPolicyValue.PERSISTENT;RequestProcessingPolicyValue.USE_SERVANT_MANAGER;RequestProcessingPolicyValue.USE_DE FAULT_SERVANT. A Client shall not call the impl_is_ready or setServerName methods on the Basic Object Adapter. A Client cannot be registered with the Orbix Daemon. Subject to these restrictions and limitations and any additional restrictions or limitations that may appear in the applicable Product Order, Licensee may install the Client on a maximum of 100 Client Devices or Non-Human Operated Devices, then Licensee will be required to purchase a license for each such additional device, Licensee receives no right to deploy Clients without the purchase of a Core License or CPU License.

ALL VERSIONS OF ORBACUS PRODUCTS. This Licensed Software is delivered to Licensee in source code form. All Orbacus Runtime Licenses shall be limited to binary (i.e. machine readable compiled) versions of the Licensed Software only. Licensee is expressly forbidden from copying or distributing the source code of the Licensed Software, except for a limited number of copies used solely for backup purposes. Licensee is permitted to Modify the source code of the Licensed Software, but all Modifications must include the copyright and other

proprietary notices of Licensor and Licensor shall be the sole owner of all such Modifications and all intellectual property rights thereto. To "Modify" means to create a translation, improvement, enhancement, alteration, extension, "bug fix" or other transformation. A "Modification" means any change to the source code files (C++ class files and header files or Java class files), including but not limited to inserting or deleting lines of programming language code (or embedded comments) or editing the programming language code in any way that changes the execution of the compiled Licensed Software, but shall not include any Licensee-written source code that calls (uses) the original version of the Licensed Software as delivered to Licensee must inform Licensor, in writing, about any Modifications that Licensee makes. Any attempt by Licensee to sell, transfer or otherwise dispose of rights in the Modifications shall be void. Licensor may, but is under no obligation to, incorporate any Modifications into any subsequent commercial releases of the Licensed Software.

ORBACUS FSSL OR FSSL FOR ORBACUS. Copyright (c) 2002-2016, Micro Focus. All rights reserved. Redistribution and use of this Licensed Software in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of Licensor, nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS LICENSED SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL LICENSOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS LICENSED SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ALL VERSIONS OF ORBIX, ARTIX, AND ORBACUS PRODUCTS. For this Licensed Software:

Licensee may not create, modify, change the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Sun", "Oracle", or similar convention as specified by Oracle in any naming convention designation. Licensee acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Licensee in any Java Mark. This Licensed Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Additional copyright notices and license terms applicable to portions of this Licensed Software may be included in the THIRDPARTYLICENSEREADME.txt file included with the Licensed Software. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the program documentation accessible at http://www.oracle.com/technetwork/indexes/documentation/index.html.

Templates, Samples and/or Accelerators. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LICENSE AGREEMENT, ANY TEMPLATES OR SAMPLES (WHICH MAY OR MAY NOT BE REFERRED TO AS "ACCELERATORS") THAT ARE LOCATED IN THE LICENSED SOFTWARE AND DESCRIBED IN THE DOCUMENTATION AS A SAMPLE, TEMPLATE OR ACCELERATOR, ARE PROVIDED SOLELY ON AN 'AS IS' BASIS WITHOUT WARRANTY OF ANY KIND. LICENSOR MAKES NO WARRANTIES WITH RESPECT TO SUCH TEMPLATES, SAMPLES AND/OR ACCELERATORS, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Any maintenance and support services offered by Licensor for the Licensed Software shall not include maintenance and support for the above-mentioned templates, samples or accelerators, as may be configured by Licensee for its own implementation. Licensee shall be solely responsible for the use and configuration of said templates, samples and/or accelerators.

Licensor retains all ownership rights in and to the above-mentioned templates, samples and/or accelerators, and any modifications thereto or derivatives thereof.

Optional Components. The Licensed Software may include on the media or in the electronically delivered files, as applicable, components, features or other Licensor products (which may or may not be referred to as "Blades") for which a separate license purchase and license key(s) or control code(s) are required. Licensee is permitted to use only the Licensed Software, and components, features and/or Blades thereof, for which Licensee has ordered and received a valid license key or control code.

1. The following terms and conditions are added to Annex 1 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

G. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

SoforTe TAURUS for RDz, SoforTe TAURUS for Eclipse, including portions thereof, other products within the same product family and other software products where indicated by Licensor. Not all License Options are available for each product. Please contact Licensor for a list of specific options available for the desired product.

Named User License. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single machine which may be accessed by the named end users for those licenses. A Named User License means that only one named person can use each license and that named person alone has the right to access the Licensed Software on such single machine. A Named User License is not based on concurrent users but instead on an actual named user basis. Licensor reserves the right at any time to require Licensee to provide a list of the named end users. Licensee may change a named user provided that the change is made either permanently away from the named user or temporarily to accommodate the use of the Licensed Software by a temporary worker while the named user is absent but in no event more than once every 30 days. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment.

Concurrent User License. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple machines or servers for use by the maximum number of concurrent users expressly authorized by Licensor in the Product Order for whom Licensee has paid the applicable license fee. Concurrent users are individuals who are actively using any device or other software program that may access the Licensed Software either directly, or indirectly through any other software program, regardless of how such access occurs or if such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment.

1. The following terms and conditions are added to Annex 1 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

H. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

OpenFusion™ including portions thereof, other products within the same product family including Xtradyne™, and other software products where indicated by Licensor. Not all License Options are available for each product. Please contact Licensor for a list of specific options available for the desired product.

1. Development License Options

- (a) Named User License [or Single User Development License]. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single machine and permit a single named user per license to use the Licensed Software only to develop or test Licensee applications on such single machine. Licensor reserves the right at any time to require Licensee to provide a list of the named users. The Licensed Software shall not be used for deploying any application created with the Software, for which purposes a Deployment License is required. All individuals who are authorized by Licensee to use the Licensed Software as described herein regardless of whether the individual is actively using the Licensed Software at any given time must be covered by a Named User License [or Single User Development License]. Licenses are non-transferable between computer systems and users.
- (b) <u>Concurrent User License [or Floating Development License]</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple machines for use by the maximum number of concurrent users expressly authorized by Licensor in the Product Order for whom Licensee has paid the applicable license fee. Concurrent users are individuals who are actively using any device or other software program that may access the Licensed Software either directly, or indirectly through any other software program, regardless of how such access occurs or if such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service. The Licensed Software may only be used to develop or test Licensee applications. The Licensed Software shall not be used for deploying any application created with the Licensed Software, for which purposes a Deployment License is required.

2. Deployment License Options

- (a) <u>CPU License</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single Host Server per license and have the Licensed Software executed by up to the total number of CPUs, Cores, Blades or other processing devices specified for the license in the applicable Product Order ("License Specification"). A CPU License covering all CPUs, Cores, Blades and other processing devices that are contained in and/or can be accessed by Host Server is required with all applicable license fees paid, even if one or more of such CPUs, Cores, Blades or other processing devices are not accessing or running the Licensed Software. Each Core or other processing device on a multi-core or multi-processing device requires a CPU License covering such Core or other processing device. An additional CPU License is required for each Host Server on which the Licensed Software is installed. The Licensed Software is for use by an unlimited number of Licensee's internal users, other software devices, and other hardware devices.
- 2. The following terms and conditions are added to Annex 2 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

<u>OPENFUSION DEPLOYMENT LICENSES</u>. For this Licensed Software, Deployment Licenses may also be used by Licensee on individual computers as internal runtime licenses solely for test and integration purposes provided that all users of the Licensed Software for such purposes are validly licensed for a Development License for the same product.

<u>OPENFUSION DEVELOPMENT PRODUCTIVITY TOOLS</u>. For this Licensed Software, one license is required per host operating system and one license is required per target language and per target operating system. The intellectual property rights in any application code generated by Licensee using the Licensed Software shall be vested, immediately on its creation, in the Licensee.

ALL VERSIONS OF OPENFUSION CORBA SERVICES, OPENFUSION RTORB JAVA EDITION, AND OPENFUSION SECURITY PRODUCTS. For this Licensed Software:

Licensee may not create, modify, change the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Javax", "Sun", "Oracle", or similar convention as specified by Oracle in any naming convention designation. Licensee acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Licensee in any Java Mark. This Licensed Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Additional copyright notices and license terms applicable to portions of this Licensed Software may be included in the THIRDPARTYLICENSEREADME.txt file included with the Licensed Software. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the program documentation accessible at http://www.oracle.com/technetwork/indexes/documentation/index.html.

OPENFUSION™ SECURITY OR XTRADYNE PRODUCTS. In the event the Product Order specifies a number of applications for the license, Licensee may only use the Licensed Software to protect or securely expose through its firewall no more than the specified number of CORBA or Java-RMI/IIOP applications on no more than twice such number of application server hosts/IP addresses. In the event such Licensed Software is licensed on a per instance basis, Licensee may run one (1) instance of the Licensed Software on one (1) server per instance licensed. In the event the Product Order specifies a number of IORS for the license, Licensee may use the Licensed Software to protect or securely expose through its firewall no more than the specified number of interoperable object references (IORS).

1. The following terms and conditions are added to Annex 1 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

I. LICENSE OPTIONS FOR THE FOLLOWING SOFTWARE PRODUCTS:

AccuRev®, AccuSync™, AccuReplica®, GitCentric™, including portions thereof and other products within the same product family, and other software products where indicated by Licensor (together "AccuRev Product(s)"). Not all License Options are available for each product. Please contact Licensor for a list of specific options available for the desired product.

- 1. <u>Named User License</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single machine and permit a single named user per license to use the Licensed Software. Licensor reserves the right at any time to require Licensee to provide a list of the named users. Licensee may change a named end user provided that the change is made either permanently away from the original named end user or temporarily to accommodate the use of the Licensed Software by a temporary worker while the named end user is absent, but in no event more than once every 30 days.
- 2. <u>Concurrent User License (Standard)</u>. Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple machines for use by the maximum number of concurrent users expressly authorized by Licensor in the Product Order and for whom Licensee has paid the applicable license fee (the "Concurrent User Maximum"). Concurrent users are individuals who are actively using any device or other software program that may access the Licensed Software either directly or indirectly through any other software program, regardless of how such access occurs or if such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service. Upon commencement of use of the Licensed Software by a concurrent user, such use shall be deemed to continue for a minimum of 168 continuous hours even if actual use by such user ceased prior to the full duration of such minimum period. During this minimum period and for the entire duration of continuous use by such user, if longer, such user shall count towards the Concurrent User Maximum.
- 3. Concurrent User License (Flexible). Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple machines for use by the maximum number of concurrent users expressly authorized by Licensor in the Product Order and for whom Licensee has paid the applicable license fee. Concurrent users are individuals who are actively using any device or other software program that may access the Licensed Software either directly or indirectly through any other software program, regardless of how such access occurs or if such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service. Upon commencement of use of the Licensed Software by a concurrent user, such use shall be deemed to continue for a minimum of 24 continuous hours even if actual use by such user ceased prior to the full duration of such minimum period. During this minimum period, and for the entire duration of continuous use by such user, if longer, such user shall count towards the Concurrent User Maximum.
- 2. The following terms and conditions are added to Annex 2 of the End User License Agreement and shall supersede any conflicting terms and conditions set forth elsewhere in the End User License Agreement:

ALL ACCUREV PRODUCTS. This Licensed Software may include technology for monitoring authorized use including without limitation the policy files and license keys required to use the Licensed Software (the "License Authorization Server" or "LAS"). The LAS may only be installed on a single computer system. Regardless of the installation of the LAS, Licensee must remain compliant with the terms of this License Agreement (including without limitation any license restrictions and number of users permitted pursuant to this License Agreement).

ALL ACCUREV PRODUCT INTEGRATIONS. This Licensed Software may only be used with a validly licensed AccuRev product.