

SOFTWARE LICENSE TERMS EXHIBIT

This exhibit is applicable to all on premise perpetual and/or subscription Software licenses previously and subsequently ordered by Customer and is hereby incorporated into the Agreement.

1. Definitions

- a. **“Maintenance Releases”** means Software updates or version releases, including bug fixes, maintenance, support, modifications, additions and enhancements developed after the Effective Date of the applicable Order Form that Licensor generally makes available to its customers as part of Maintenance Services.
- b. **“Maintenance Services”** means the maintenance and support services provided to Customer by Licensor according to Licensor’s maintenance and support policy for the applicable Software.
- c. **“Maintenance Term”** means the term during which Maintenance Services will be provided as set forth in an Order Form or applicable renewal agreement.

2. Software Licenses

- a. **License Grant.** Licensor hereby grants to Customer, subject to the terms and conditions of the Agreement and for the period of time set forth in the applicable Order Form, a personal, limited, non-exclusive, non-transferable, non-assignable license, without right of sublicense, to: (i) install the Software and Service Deliverables on a certain number of servers owned or leased by Customer and maintained for access solely by the Customer; and (ii) permit the Software to be accessed or used according to the License Configuration, solely for Customer’s internal business purposes (the **“License”**). Customer may make one copy of the Software solely for archival and back up purposes, provided executable copies of the Software may be used for development and testing purposes only. Unless otherwise set forth on the applicable Order Form, the License is granted solely to the Customer and not to any of its Affiliates. In the event Customer’s account becomes more than thirty (30) days past due, Licensor may suspend, without prior notice, (x) the License; and (y) Maintenance Services.
- b. **Users.** Customer shall ensure all Users, including any third-party service providers, shall abide by these Terms and Conditions and Customer shall be responsible for any violation thereof.
- c. **Restrictions on Use.** Customer may not: (i) use, copy, modify, translate, merge or create derivative works of the Software, Service Deliverables or Documentation except as expressly provided in the Agreement; (ii) disable or circumvent any licensing control feature in the Software or Service Deliverables; (iii) reverse-engineer, disassemble, or decompile the Software or Service Deliverables, or otherwise attempt to access or determine its underlying source code, underlying ideas, underlying user interface techniques or algorithms, or permit any such actions; (iv) sell, distribute, lend, sublicense, rent or lease all or any portion of the Software or Service Deliverables; (v) use the Software or Service Deliverables on a service bureau or time-share basis or as an application service provider; (vi) host, virtualize or otherwise provide access to or enable use of the Software or Service Deliverables by any individual(s) not permitted to use the Software pursuant to the Agreement; (vii) disclose the results of any benchmarking of the Software or Service Deliverables (whether or not obtained with Licensor’s assistance) to third parties; (viii) use the Software or Service Deliverables to develop or enhance any product that competes, directly or indirectly, in Licensor’s determination, with the Software or Service Deliverables; (ix) remove the copyright, trademark, or any other proprietary rights or notices included within the Software or Service Deliverables or on and in the Documentation; (x) use the Software in any way that would infringe any Intellectual Property Right of third parties; or (xi) use the Software or Service Deliverables in a manner that would violate any law applicable to Customer or Licensor.

3. Maintenance and Other Services.

- a. During the Maintenance Term, Licensor will provide Customer with Maintenance Services for the Software. If Customer licenses additional software products during the Term, the Customer hereby agrees to renew the Term for any such additional software products. Upon expiration of the Maintenance Term, the corresponding Maintenance Services shall automatically renew for successive one-year periods, unless Customer provides Licensor with at least ninety (90) days’ advance written notice prior to the expiration of the then current term that such party desires not to renew. Licensor shall invoice Customer on an annual basis in advance for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days of receipt of the corresponding invoice or the day prior to the contract renewal date, whichever is sooner and all such payments are non-refundable. Customer may not reduce the number of licenses covered by Maintenance Services. In exceptional cases, Licensor may agree to decommission licenses subject to Customer paying a reduction fee.
- b. Customer agrees that Maintenance Services shall be provided only by Licensor, its Affiliates or Third Party Servicers.
- c. Licensor’s obligation to provide Maintenance Services for Third Party Software is limited to using commercially reasonable efforts to obtain Maintenance Releases from its third party suppliers. In the event Customer cancels

Maintenance Services at any time prior to the end of the Maintenance Term, Customer agrees to immediately pay the outstanding maintenance fees that Licensor would have received for the entire Maintenance Term. The Parties agree that this payment is to be considered liquidated damages, and not a penalty, and the Parties agree that this amount is a fair and reasonable estimation of Licensor's damages in the event Customer breaches Customer's commitment to the Maintenance Term. Customer agrees that Maintenance Services shall be provided only by Licensor, its Affiliates or approved third-party servicers, whose contracts include (i) confidentiality terms that are substantially similar to the ones contained herein (ii) language that indicates the Software and Deliverables are owned by Licensor; and (iii) a requirement that the third-party servicer use the Software and Service Deliverables only for providing services to the Customer in accordance with the license granted herein.