

INSTALLED SOFTWARE ADDITIONAL TERMS

IMPORTANT: THESE ARE THE TERMS PERTAINING TO OUR INSTALLED SOFTWARE PRODUCTS MADE AVAILABLE ON A LICENSED SOFTWARE BASIS WHEREBY THE COMPUTER SOFTWARE PROGRAMS HAVE BEEN EITHER SHIPPED TO YOU OR MADE AVAILABLE VIA ELECTRONIC DOWNLOAD FOR YOUR INSTALLATION AND OPERATION ON YOUR COMPUTERS, INCLUDING ANY REVISIONS, RELEASES, UPDATES AND UPGRADES (COLLECTIVELY, "LICENSED SOFTWARE"). FOR AVOIDANCE OF DOUBT, THESE TERMS DO NOT APPLY TO SOFTWARE PRODUCTS THAT WE MAKE AVAILABLE ON A HOSTED SOFTWARE-AS-A-SERVICE BASIS. THESE TERMS ARE REFERRED TO IN YOUR MASTER SERVICES AGREEMENT WITH US AND ARE INCORPORATED THEREIN.

IN THE EVENT OF A CONFLICT BETWEEN THESE ADDITIONAL TERMS AND YOUR MASTER SERVICES AGREEMENT, THESE TERMS SHALL CONTROL.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO ESTABLISH TERMS FOR THE CONTINUED USE OF OUR SERVICES. ACCORDINGLY, WE RESERVE THE RIGHT TO MODIFY THESE TERMS FROM TIME TO TIME WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT YOUR USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO ANY SUCH MODIFICATION.

TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN YOUR MASTER SERVICES AGREEMENT.

- 1. Licensed Software.** We hereby grant you a non-exclusive, non-transferable, non-sublicensable license to: (a) execute and use the Licensed Software, in object-code format, solely for your own internal business use in accordance with the then current published electronic and on-line help made generally available by us to our customers for the applicable Licensed Software ("Documentation"), and (b) and make one (1) copy of the Licensed Software for archival or backup purposes. For Licensed Software which requires an annual license activation or license activation for new, replacement or additional users, your receipt of such license activation is contingent on you remaining current in software maintenance and technical support subscriptions and payments. In order to protect our trade secret and copyrights in the Software, you agree to reproduce and incorporate our trade secret or copyright notice (or such notice of any other third party which has licensed to us third party software for inclusion in the Software) in any copies made hereunder. The Licensed Software license grant may be perpetual or for a limited subscription term as stated in the applicable Purchase Order.
- 2. Software Audit and License De-Activation.** For Licensed Software products which are licensed on limited subscription term, you expressly grant to us the right to remotely access your computer systems for the purpose of (a) conducting periodic limited audits to ensure compliance with usage basis limitations purchased by you; and (b) if applicable, de-activating the Licensed Software in the event of your failure to make payment when such payments are due. You shall provide all information and access required for us to conduct the actions set forth in this Section 2 no later than five (5) days from our audit request and provide us with updated information from time to time as needed to allow us continued access.
- 3. Licensed Software Restrictions.** In addition to restrictions which may be set forth in the applicable Purchase Order, you shall not, and shall ensure that your employees, agents or anyone you provides use of or access to the Licensed Software do not: (1) attempt to decrypt, reverse engineer, disassemble, decompile, or otherwise attempt to discern, discover, copy, or disclose the source code,

algorithms, processes, or ideas supporting the Licensed Software; (2) disclose the Licensed Software or Documentation related thereto to any third party, nor allow any third party to access, observe, analyze or view the operation of the Licensed Software except as may be permitted per the Documentation; (3) access or utilize or allow anyone else to access or utilize the Licensed Software remotely except as may be permitted per the Documentation; (4) translate, or create any derivative works of the Licensed Software; (6) remove or alter any of trademark, logo, copyright or other proprietary notice, legend, or symbol from the Licensed Software, or (7) use the License Software in any way not expressly provided for in this Agreement or the applicable Purchase Order.

4. **Sublicense to Agents.** You may sub-license any of your rights hereunder to any sub-contractor, consultant, affiliate or other third party that we use to assist you in utilizing the Licensed Software (an “Agent”), provided that:
 - 4.1. The Agent enters into a written agreement that (i) incorporates this Agreement or is otherwise approved in writing by us and (ii) makes us an intended third-party beneficiary;
 - 4.2. You agree to assist us, upon request, in the enforcement of Agent’s obligations pursuant to sub-section (a), above; and
 - 4.3. You remain directly liable for the acts or omissions of such Agent.

5. **Software Maintenance; Technical Support**

- 5.1. **Software Maintenance and Updates.** For Licensed Software that includes maintenance, or for which you purchase software maintenance, we will provide you with periodic updates and upgrades when such are made commercially available by us to our other customers, at the fees set forth in the applicable Purchase Order.
 - 5.2. **Technical Support.** For Licensed Software that includes technical support, we will provide you with a context sensitive online help system. For issues that cannot be resolved via the online help system, telephone/email is made available during our business hours. A predetermined number of no-charge hours for telephone/email support is provided with each Licensed Software license (based on number of Users) as set forth in the applicable Purchase Order. Additional support hours may be purchased at the then current pricing, or as otherwise set forth in the Purchase Order.
6. **Warranty.** We warrant that, for a period of 90 days following the delivery of the Licensed Software, the Licensed Software will function substantially in the manner described in the Documentation when the Licensed Software is properly installed, configured and operating on the operating systems specified in the Documentation. Our sole and exclusive obligation and your sole and exclusive remedy for a breach of the foregoing warranty, shall be, at our option in each case, (a) to use commercially reasonable efforts to correct any substantial non-conformity or (b) to return the license fee paid by you for the applicable copy of the Licensed Software and to terminate the license granted for such copy.
 7. **Limitations on Warranties.** Our warranties set forth in Section 6 shall not apply to (a) any claims which result from acts or omissions caused by persons other than us; (b) any claims which result from third-party products; (c) any claims which are not reported to us in writing within the warranty period; (d) any version of the Licensed Software which has been superseded by a more recent version made

available by us; (e) any malfunctions attributable to extrinsic causes, such as natural disasters including fire, smoke, water, earthquakes or lightning, electrical power fluctuations or failures, or other abuse, misuse, accident, alteration or neglect; (f) any hardware products.

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