Additional License Authorizations

For CORBA software products

This Additional License Authorizations document ("ALA") set forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable agreement (i.e., Micro Focus End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the "Applicable Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

Products covered

Products	E-LTU or E-Media available [*]	Non-production software class **	Term License Non-production software class (if available)
MF-Artix (all variants)	Yes	Class 2	Class 2
MF-Orbacus (all variants)	Yes	Class 2	Class 2
MF-Orbix (all variants)	Yes	Class 2	Class 2
Micro Focus Add-on for Cloud, Containers and Virtual Environments	Yes	Class 2	Class 2
Micro Focus Add-on for REST	Yes	Class 2	Class 2
OpenFusion (all variants)	Yes	Class 2	Class 2
VisiBroker (all variants)	Yes	Class 2	Class 2
VisiBroker-RT (all variants)	Yes	Class 2	Class 2
VisiExchange	Yes	Class 2	Class 2
VisiNotify	Yes	Class 2	Class 2
VisiSecure	Yes	Class 2	Class 2
VisiTransact	Yes	Class 2	Class 2
Xtradyne (all variants)	Yes	Class 2	Class 2

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order. ** Additional licenses solely for non-production use may be available as specified in the Non-Production Licensing Guide found at <u>opentext.com/about/legal/software-licensing</u> depending on the non-production software class specified above. Any such non-production licenses will be subject to the Non-Production Licensing Guide and the applicable License Option terms and conditions set forth in this ALA.

Definitions

Term	Definition		
Client Device	Means 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.		
Concurrent Users	Means individuals who, at the same point in time, have accessed or used the Licensed Software via any device or other software program, directly or indirectly, regardless of how such access occurs or whether 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.		
Container	Means an isolated user-space instance created using operating-system-level virtualization, also known as containerization. A program running inside a Container can only see the resources and devices assigned to the Container. Examples of such container technologies include Docker and podman and examples of orchestrators include Kubernetes and Open Shift.		
Core	Means a physical (not virtual) subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a "Multicore CPU" if it has more than one Core.		

Additional License Authorizations

For CORBA software products

Term	Definition
CPU or Central Processing Unit	Means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores.
E-LTU and E-Media	Means products which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
Hard Partitioning	Means using hard physical partitioning to physically segment a single larger server or machine into separate and distinct smaller systems where each separate system acts as a physically independent, self-contained server or machine with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources (each known as a "Hard Partition"). Examples of Hard Partitioning methods include: Dynamic System Domains (DSD) enabled by Dynamic Reconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/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 Fujitsu's PPAR.
Named User	Means a single user that has been authorized by Licensee to use the Licensed Software.
Non-Human Operated Device	Means 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.
Platform	Means a hardware chipset (e.g., PA-RISC, Itanium, x86, or SPARC) and operating system (e.g., Windows, Linux, Solaris, AIX, or HP-UX) combination.
Process	Means 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	Means a logical physical 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.
Soft Partitioning	Means using an operating system resource manager to segment and limit the number of Cores, CPUs, or other processing devices utilized by the Licensed Software by creating areas where processor resources are allocated and limited within the same operating system (each such area known as a "Soft Partition"). Examples of such Soft Partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware.
Virtual Machine	Means a software implementation that can run its own operating system and execute 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.

License Options

The following License Options are the types of licenses available for a given software product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order. Those products with only one License Option available shall be governed by such License Option whether or not stated in the Applicable Agreement or Product Order unless otherwise agreed in writing between Licensee and Licensor.

Named User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single machine for use solely by the number of Named Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. Each such Named User has the right to unlimited access to the Licensed Software on such single machine solely to develop, compile (including byte code compile), and unit test, in source or object code form, Licensee's own application programs and other works designed to work with the Licensed Software. A Named User License is required for each Named User that uses an installation of the Licensed Software. For example, if Named User A and Named User B both use the same two separate installations of the Licensed Software, a total of four Named User Licenses would be required for such use.

Concurrent User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple host machines or servers, or one or more Containers on such host machines or servers, for use solely by the maximum number of Concurrent Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee, solely to develop, compile (including byte code compile), and unit test, in source or object code form, Licensee's own application programs and other works designed to work with the Licensed Software. THIS LICENSE OPTION IS NOT AVAILABLE FOR NEW LICENSES.

Per Core License

For each Per Core License, Licensee may install and execute the Licensed Software in object code form on one (1) instance on one (1) machine that is operating the Platform designated in the applicable Product Order and that has no more than the number of Cores designated in the applicable Product Order and may 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 Cores than designated in the applicable Product Order and Licensee may not install or execute the Licensed Software on more than one (1) computer. In the Product Order, any reference to CPU shall be qualified by (and thereby limited to) the number of Cores on each CPU (e.g., single-Core, dual-Core, quad-Core). If the number of Cores is not specified for a CPU, such CPU shall be considered to be single-Core. As an example, if Licensee receives a license for a single dual-Core CPU, Licensee may not install the Licensed Software on a machine with a single quad-Core CPU. Additional Per Core Licenses are required for each Core on each additional machine on which the Licensed Software runs, including, without limitation, machines configured for disaster recovery, load balancing, clustering, development, testing and reporting.

Registered Client License

A Registered Client License grants Licensee the right to designate a specific device (a "Registered Client") 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 Registered Client. A Registered Client may be a Client Device, a Non-Human Operated Device, or a Process. The Registered Client License cannot be used to account for, and the Licensed Software may not be used by, unknown users. A Registered Client License is a multi-server license but the Licensed Software must be used on a single Platform and may not be used concurrently on different computers or devices or shared by multiple devices. A Registered Client does not have to be logged on to the Licensed Software to be counted as a Registered Client. A Registered Client License may be transferred from one Registered Client to another provided that the original Registered Client is no longer permitted access to the Licensed Software. THIS LICENSE OPTION IS NOT AVAILABLE FOR NEW LICENSES.

Millions Service Units License

A Millions Service Units (MSU) 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 in the applicable Product Order.

Node Locked License

A Node Locked License allows Licensee to install the Licensed Software on a single machine per license.

Per Instance License

A Per Instance License grants Licensee the right install and run one instance of the Licensed Software on one machine.

Additional License Options

The following additional License Options may also apply to one of the License Options above if set forth in the applicable Product Order notwithstanding anything else to the contrary in this ALA:

Test License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely for Licensee's internal testing purposes on a single computer subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Per Core License) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. 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. 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.

Disaster Recovery License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Disaster Recovery System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Per Core License) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. A Disaster Recovery System is a single machine on which the Licensed Software is installed but is not instantiated, running, or otherwise in use except: (i) if a disaster arises and the single machine for which the Disaster Recovery System is configured to recover or replace (known as the "Primary Machine" in this clause) is unavailable, (ii) for the purposes of periodic disaster recovery testing, and/or (iii) for periodic system diagnostics or maintenance of the Disaster Recovery System itself. A Disaster Recovery License cannot be used: (a) concurrently with any other license for the Licensed Software or in any production, test, or development environments except while the Primary Machine is being recovered or replaced in a disaster recovery situation, or (b) for load-balancing, failover, testing (other than disaster recovery testing), clustering, or training purposes. Additional copies for use in production, test, and/or development environments, or for load-balancing, failover, clustering, or training purposes, must be purchased separately. The license quantity and metric of any Disaster Recovery License installed may not be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Failover License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Failover System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Per Core License) as set forth elsewhere in this ALA. A Failover System is a single machine on which the Licensed Software is installed and running, but only used to prepare for the recovery or replacement of the single machine for which the Failover System is configured to recover or replace (known as the "Primary Machine" in this clause), up to and including real-time data backups, mirroring, or any other activity to allow a synchronized switch-over from the Primary Machine. Licensee may not use the Failover License for any other purpose such as production, testing (other than failover testing), development, or training except during a disaster where the Primary Machine is unavailable. Licensee may not use the Licensed Software for load-balancing or clustering; a separate license for each of those use cases is required to be purchased by Licensee. The license quantity and metric of any Failover License installed may not be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Third Party Usage License Extension

For a license for which a Third Party Usage License Extension has been purchased, such license can be used by third party contractors of Licensee, notwithstanding any restriction to the contrary in the Applicable Agreement, provided that (1) each such third party is under a written obligation of confidentiality and restrictions of use which provide for protections and limitations of use of the license no less restrictive than the Applicable Agreement, (2) the license will only be used on behalf of Licensee, (3) such use is subject to the terms and conditions of the Applicable Agreement, and (4) Licensee remains liable for any breach by any such third party of the terms of the Applicable Agreement.

Off Continent License Extension

For a license for which an Off Continent License Extension has been purchased, such license can be used worldwide, except where prohibited by applicable law, notwithstanding any restriction to the contrary in the Applicable Agreement.

Software Specific Terms

MF-Artix (all variants)

The following License Options apply: Named User License, Per Core License.

MF-Orbacus (all variants)

The following License Options apply: Named User License, Per Core License, Registered Client License.

This Licensed Software is delivered to Licensee in source code form. All Orbacus runtime and deployment 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 Licensee Software as delivered to 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.

MF-Orbix (all variants)

The following License Options apply: Named User License, Per Core License, Millions Service Units License, Registered Client License.

Where this Licensed Software is licensed on a Per 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.US E_DEFAULT_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.

Micro Focus Add-on for Cloud, Containers and Virtual Environments

The following License Options apply: Per Core License.

This Licensed Software overlays and requires a separate and valid processor-based license to VisiBroker v8.5 or later, Orbix v3.3 or later, Orbix Standard Runtime v6.3 or later, or Orbix Enterprise Runtime v6.3 or later ("Base License"). The number of licensed processing devices (e.g., Cores) for the Base License may not be less than the number of licensed processing devices for the Licensed Software. Each license of this Licensed Software allows Licensee to install, use, or access a single instance of a Base License on, in, or from a single Container, Soft Partition, or Virtual Machine that is not necessarily tied to just one physical machine and without regard to how many total physical processing devices are within the underlying physical machine. This Container, Soft Partition, or Virtual Machine may not access more than the number of licensed physical Cores (or virtual Cores provided that a virtual Core is equivalent to a physical Core) specified for the license of the Licensed Software (not the Base License) as set forth in the applicable Product Order. Such license may be installed on Licensee's owned and controlled premises or hosted off-premise by an external cloud provider. Licensee may make one (1) copy of the Container, Soft Partition, or Virtual Machine in which the Licensed Software is installed and instantiate such Container, Soft Partition, or Virtual Machine in the event and for as long as the primary installation is unavailable. Licensee shall provide to Licensor, at such times as Licensor may reasonably request, confirmation that the applicable computer systems comply with the foregoing and the requirements of the Applicable Agreement. 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 Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor's audit rights under the Applicable Agreement. The applicable license agreement for the Base License shall continue to apply to such Base License subject to the foregoing. A Base License may not be installed, used, or accessed on, in, or from a Container, Soft Partition, or Virtual Machine except as permitted by the purchase of this Micro Focus Add-on for Cloud, Containers and Virtual Environments product.

Micro Focus Add-on for REST

The following License Options apply: Per Core License.

Each license of this Licensed Software allows Licensee to install, use, or access a single instance of the Licensed Software on, in, or from a single Container, Soft Partition, or Virtual Machine that is not necessarily tied to just one physical machine and without regard to how many total physical processing devices are within the underlying physical machine. This Container, Soft Partition, or Virtual Machine may not access more than the number of licensed physical Cores (or virtual Cores provided that a virtual Core is equivalent to a physical Core) specified for the license of the Licensed Software as set forth in the applicable Product Order. Such license may be installed on Licensee's owned and controlled premises or hosted off-premise by an external cloud provider. Licensee may make one (1) copy of the Container, Soft Partition, or Virtual Machine in which the Licensed Software is installed and instantiate such Container, Soft Partition, or Virtual Machine in the event and for as long as the primary installation is unavailable. Licensee shall provide to Licensor, at such times as Licensor may reasonably request, confirmation that the applicable computer systems comply with the foregoing and the requirements of the Applicable Agreement. 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 Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor's audit rights under the Applicable Agreement.

OpenFusion (all variants)

The following License Options apply: Named User License, Concurrent User License, Per Core License, Node Locked License.

OpenFusion JacORB: This Licensed Software shall be solely governed by the open source license terms and conditions accompanying or embedded within such software and not the Applicable Agreement. This Licensed Software may come with one or more of Licensor's OpenFusion CORBA Services products, and in such case: (i) the OpenFusion CORBA Services products shall be subject to the terms and conditions of the Applicable Agreement, and (ii) Licensee may only use the "Naming" CORBA Services product.

OpenFusion TAO: WITH RESPECT TO THIS LICENSED SOFTWARE, LICENSOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF DESIGN, MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM A COURSE OF

DEALING, USAGE OR TRADE PRACTICE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, LICENSOR SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND WITH RESPECT TO THIS LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, OR CONSEQUENTIAL LOSS (INCLUDING WITHOUT LIMITATION, LOSS OF USE; DATA; INFORMATION; BUSINESS; PRODUCTION OR GOODWILL), EXEMPLARY OR INCIDENTAL DAMAGES, LOST PROFITS OR OTHER SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE, STRICT LIABILITY AND ALL OTHERS), WARRANTY, INDEMNITY OR UNDER STATUTE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE LIKELIHOOD OF SAME.

VisiBroker (all variants), VisiBroker-RT (all variants)

The following License Options apply: Named User License, Per Core License.

Development Licenses - Licensee may not deploy a Named User License or any license for a development edition of the Licensed Software on a production basis ("development license"). 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 Per Core or other 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.

Deployment Licenses – With respect to Per Core Licenses or any license for a deployment edition of the Licensed Software ("deployment license"), 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 deployment license.

Additional Terms - 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 another application and intends to distribute or resell the resulting integrated application, Licensee must contact Licensor to obtain the appropriate distribution license.

The portions of this Licensed Software identified as VISISECURE[®], VISITRANSACT[™], and VISINOTIFY[®] (collectively, the "VISISERVICES") are not redistributable. Licensee may not 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 application 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 an application and intends to distribute or resell the resulting integrated application, 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.

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 Licensed Software ("Redistributables"). From time to time, Licensor may designate other files as Redistributables. Subject to the terms and conditions of the Applicable 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 the Applicable 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 the Applicable Agreement, 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 applications; (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 modifications and solely for such End Users' own internal use, subject to End Users' compliance with the restrictions in the Applicable Agreement. These rights granted may not be exercised by others, including co-developers, regardless of how Licensee's applications 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 applications created by Licensee using a properly licensed copy of the Licensed Software.

This Licensed Software may include third party JDATASTORE[®] software. For any valid development license for the Licensed Software, JDATASTORE[®] may only be used in accordance with such license to develop, compile and test applications and for no other purpose. For any valid deployment license for the Licensed Software, JDATASTORE[®] may only be used in accordance with such license to deploy JDATASTORE[®] (including the files "jds.jar" or "jdsserver.jar" or any part thereof) by means of an application that uses JDATASTORE[®] through the VISINAMING service and by no other means.

VisiExchange

The following License Options apply: Per Core License.

VisiNotify

The following License Option applies: Per Core License.

VisiSecure

The following License Options apply: Per Core License.

VisiTransact

The following License Options apply: Per Core License.

Xtradyne (all variants)

The following License Options apply: Per Core License, Per Instance License.

In the event the applicable 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 the applicable 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).

Additional License Terms

The following additional license terms shall apply to any software governed by this ALA:

Additional License Restrictions

Licensee shall not:

- 1. Permit use or access by any third party to any output directly or indirectly created by the Licensed Software without first paying Licensor any applicable additional fees required by Licensor and entering into a separate distribution license agreement with Licensor. For the avoidance of doubt, third party(ies) include without limitation contractors, outsourcers, Licensee's customers and the public.
- 2. Transfer, ship or use the Licensed Software outside the continent in which it was originally licensed to Licensee without first purchasing an Off-Continent License Extension or otherwise paying Licensor any applicable additional fees required by Licensor. For purposes of the foregoing, "continent" shall mean North America, South America, Europe, Africa, Asia, Australia, or Antarctica.
- 3. Install, use, or access the Licensed Software on, in, or from a Hard Partition, Soft Partition, or Virtual Machine, except where Licensee is otherwise expressly authorized in each instance by Licensor in the applicable Product Order or otherwise in writing separate from this ALA (the "Authorization") which in each event will be subject to Licensee's payment to Licensor of additional applicable fees required by Licensor and, if requested by Licensor, Licensee's written confirmation to Licensor of Licensee's planned installation environment signed by a director or officer of Licensee (accompanied by all information as Licensor reasonably requires to verify). Except as otherwise specified in the Authorization, where authorized in accordance with the foregoing and to the extent applicable to the subject license: (i) such Hard Partition, Soft Partition, or Virtual Machine, may only be tied to one physical machine and shall be considered the entire machine for licensing purposes; and (ii) Licensee shall provide to Licensor, at such times as Licensor may reasonably request, confirmation that Licensee's computer systems comply with the applicable Authorization and the requirements of this ALA. 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 this ALA and the Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor's audit rights under the Applicable Agreement.
- 4. Utilize any software application and/or program created, in whole or in part, with any development license without first purchasing a valid and properly granted deployment license.
- 5. Install, access or use the Licensed Software on a Platform other than the Platform for which the Licensed Software was originally licensed to Licensee. Additional licenses for use of the Licensed Software on a Platform other than the one set forth in the applicable Product Order may be available upon payment of an additional license fee.

All-or-None Support and Maintenance

Where Licensee purchases support and/or maintenance for the Licensed Software, Licensee hereby agrees that it shall purchase such support and/or maintenance services for all of Licensee's licensed units of such Licensed Software including all related development licenses and deployment licenses.

Optional Components

The Licensed Software may include on the media or in the electronically delivered files, as applicable, components, features or other Licensor products 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 and features thereof, for which Licensee has ordered and received a valid license key or control code.

Templates, Samples, and Accelerators

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE APPLICABLE 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.

Personal Editions

With respect to any Personal Edition versions of the Licensed Software:

- (i) 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.
- (ii) Licensee shall not: (a) 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 (b) deploy or transfer such application on or to any other machine or third party; or (b) with respect to Enterprise Developer, use the Licensed Software for any purpose other than to input, edit and syntax check code for personal educational use.
- (iii) Licensee shall not copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor.

Oracle License Terms

The Licensed Software may require Licensee to separately obtain the Java[™] Platform, Standard Edition Runtime Environment (JRE), and in such event any use of the JRE shall be governed by the license agreement accessible at

http://www.oracle.com/technetwork/java/javase/terms/license/index.html. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html. 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. The 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 the Licensed Software may be included in the THIRDPARTYLICENSEREADME.txt file included with the Licensed Software.

Copyright 2021, 2023 OpenText.

5200-1885, October 23, 2023; replaces 5200-1798 (June 7, 2021)

247-000049-001