

Licensing Addendum

This Licensing Addendum (“**Addendum**”) sets forth the licensing model for Customer’s Use of the Software or Library Software (collectively, the “**Software**”) listed on the Referencing Agreement (defined below). Capitalized terms used herein have the meanings ascribed to them in the Aurea Plan Agreement, Aurea Plan Addendum, Software License Terms and Conditions, SaaS License Agreement, or ‘Software as a Service’ Terms and Conditions, as applicable (each an “**Agreement**”). The Quote, Library Plan Quote, Order Form, or any other ordering document that references the Agreement shall be referred to herein as the “**Referencing Agreement**”.

Software Type	Name	License Unit
Single Product	AlertFind	Recipient
Single Product	Artemis 7	Named User
Single Product	Artemis Views	Named User
Single Product	Aurea CRM	Named User
Single Product	Aurea Distribution Channel Management	Named Account
Single Product	Aurea Messenger	Core
Single Product	Aurea Monitor	Core
Single Product	Aurea Portal Management	Core
Single Product	Aurea Process	Core
Single Product	Bonzai	Named User
Single Product	Campaign Manager	Email Volume
Single Product	CloudFix	<i>See Section 2 below</i>
Single Product	Email Archival	Mailbox
Single Product	Evoq Content	Page View
Single Product	FirstRain	Named User
Single Product	Infer	Model Count
Single Product	InsideSales.com	Named User
Single Product	Jive	Named User
Single Product	Kayako	Named User
Single Product	List Manager	List Capacity
Single Product	Quicksilver	Named User
Single Product	Sococo	Named User
Single Product	Synoptos	Daily News Brief
Solution	AES Customer Engagement Platform	Named Account
Solution	Ask Me Anything	Named User
Solution	Collaborative Opportunity Management	Named User
Solution	Content Lifecycle Management	Named User
Solution	Integrated Media Intelligence	Named User
Solution	Jive for Mobile	Named User
Solution	Leadership Exchange	Named User
Solution	Microsoft Teams Integration	Named User
Solution	Predictive CRM	Model Count
Solution	Sales Intelligence	Named User
Solution	Targeted Newsletter	Email Volume
Product/ Solution	GoMembers	Business Module/ Concurrent User/ Named User
Product/ Solution	Pivotal	Named User/ Server Seat

Licensing Addendum

Product/ Solution	Saratoga	Concurrent User/ Named User/ Server Seat
Product/ Solution	Verdiem	CPU
Product/ Solution	Tradebeam	Business Modules/ Content Only/ Site/ Transaction
Product/ Solution	Vision	Fixed/ Manual/ Monthly
Product/ Solution	Skyvera Social/ Skyvera Smart Routines	User (<i>Also see Section 3(e) below.</i>)
Product/ Solution	Bonzai Internet	User
Product	Qlik Products	<i>See Section 3(a) below.</i>
Product	Aurea® Actional® Aurea® DataXtend® Semantic Integrator™ Aurea® Savvion® Aurea® Sonic® Aurea® Sonic® Remote Add-On	Core/ Instance/ Java Virtual Machine
Product	Aurea® Actional® Interceptor SDK	Unlimited Basis (<i>See Section 3(c) below.</i>)
Product	Distribution Channel Management™ (“DCM”)	Incented Personnel (<i>See Section 3(b) below.</i>)
Product	Insurance Process Management	As stated on the Referencing Agreement
Product	Aurea® Collaborative Enterprise	Named User (<i>See Section 3(d) below.</i>)
Product	Aurea® CRM, update.seven, update.CRM, or CRM.pad	User
Product	NextDocs Compliance Platform NextDocs SOP/Training Module NextDocs eTMF Module NextDocs Trial Exchange Module NextDocs Regulatory Module NextDocs SOP Module NextDocs Audit Module NextDocs CAPA Module NextDocs Deviations/ Non-Conformance Module NextDocs Complaints Module	Server Seat/ User (User’s license have either (i) full author/ administrator access or (ii) read only access)
Product	Aurea® CX Monitor Aurea® CX Process Aurea® CX Messenger Aurea® CX Messenger Remote Add-On	Core/ Instance/ Java Virtual Machine
Product	Aurea® CX Studio	As stated on the Referencing Agreement
Product	Aurea® CX Process Communications Order Management Template	Core/ Instance/ Java Virtual Machine
Product	Acorn Performance Analyzer Acorn Shared Services Manager	CPU
Product	ObjectStore®	CPU/ Named User
Product	Corizon RavenFlow	Named User
Product	Ignite Content Delivery System	Device
Product	Versata® BRMS	Server Seat/

		User
Product	NuView Core HRMS NuView Talent Management NuView CORT Payroll	User (User license has either: (i) full author/ administrator access, or (ii) read only access.)
Product	Gensym® G2™	Named User/ Site
Product	StillSecure® Still Access®	CPU/ Site
Product	TenFold	Certified Platform
Product	Computron	Business Module/ Concurrent User/ Named User/ Server Seat
Product	CoreTrac	Business Module
Product	IMI	Annual Order Line/ Business Module/ Concurrent User/ Managed Device
Product	Knova	Core/ Named User
Product	MarketFirst	Named User/ Server Seat
Product	Onyx	Concurrent User/ Named User
Product	Service Gateway	Managed Device
Product	SupportSoft	CPU/ Named User
Product	NewNet	Server/ Feature-based (e.g., traffic associated with or provided to the customer)
Product	Mobilogy	Named Device
Product	Volt Delta	Named User/ Transaction/ Usage-based as per the no. of minutes/ calls
Product	ResponseTek	Named User/ Volume or types of surveys or survey completions or features-based
Product	PeerApp	Site/ Gbps output-based
Product	Accuris	Tiered-based as per the no. of end user subscribers
Product	Vasona	Cell/ CPU
Product	Prologic	Concurrent User

1. LICENSE MODEL DESCRIPTIONS:

- a) **Annual Order Lines** means the total number of order lines processed by the Software during a 12-month period. Customer may not exceed the licensed number of Annual Order Lines during any 12-month period unless Customer acquires additional Annual Order Line licenses from the Service Provider.

- b) **Business Module** means the configuration for the data, user interface, reports, and business logic elements used in the Software in question as deployed by Customer. Each deployment of Software with a separately configured business module requires a separate license or subscription, but Customer may deploy validly licensed or subscribed Software without limitation as to number of services deployed. For greater certainty, the term "business module" refers to the above technical configuration issue and does not imply a reference to or limitations on use of the Software in any of the business lines conducted by Customer.
- c) **"Cell"** is defined as physical equipment which is part of the mobile network in charge of a geographic area.
- d) **Certified Platform** means the combination of a computer hardware version, operating system version, communications system version, windowing management system version and database system version on which the Software operates and for which the product will provide support services as set forth herein.
- e) **Concurrent User** means the maximum number of Users which may access the Software or Third Party Software at any one time. Each simultaneous "log on" from a separate CPU shall be deemed a Concurrent User. Concurrent User licenses are assigned temporarily to a user for the duration of their active session. Once that individual ends the active session, the license may be used by another individual and the previous user is no longer licensed to access the Software. Notwithstanding the above and for clarity, the number of Concurrent Users accessing both the Production or Non-Production copy and any test copies of the Software may not exceed the total number of Concurrent Users licensed. Use of software or hardware that reduces the number of devices directly accessing or utilizing the Software on a particular server (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of user licenses required for the Software. A user license is required for each distinct input to the multiplexing or pooling software or the hardware "front end."
- f) **Content Only** means a license or subscription to access content that the Service Provider shall provide to the Customer via a web feed for the countries or regions and at the frequency stated in the Referencing Agreement. For clarity, a Content Only license or subscription does not give the Customer the right to use or access the Software.
- g) **Core** means a processor of a computer processing unit as allocated by Customer and is made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a Production, Production Backup, or Non-Production environment. If run in a virtualized environment, then one logical processor will be counted as one Core. Logical processor counting must count to peak virtual processor count provisioned at any time during subscription period.
- h) **CPU** means any single processing unit of any model, size, power or level, including, but not limited to, a personal computer, laptop or portable computer, virtual machine, server, central processing unit or attached processor or multi-processor complex, irrespective of the number of processors, using one or more operating systems, including its associated peripheral units.
- i) **Daily News Brief** means that the Customer is charged based on the number of newsletters purchased and distributed each day to a defined list of employee email recipients which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- j) **Disaster Recovery** means a license to the Software acquired and deployed for internal purposes to be used as part of a Customer business contingency plan when essential systems are not available for a period long enough to have a significant impact on the business.
- k) **Email Volume** means that the Customer is charged on a per-Email message basis for Use (as defined in the applicable Agreement) of the Software. All Use of the Software is further subject to the terms of the Agreement.
- l) **Incented Personnel** means: (i) Customer's sales representatives and staff who are located in the United States and are paid by Customer, in whole or in part, on a commission or similar incentive basis, including their managers and other supervisory personnel, and (ii) Customer's employees, contingent workers, and permitted contractors who have a business need to use the Software (as defined below) for administration, implementation, and internal support purposes.
- m) **Instance** means a single installation of the Software running on an operating system. For clarity, if the Software has been loaded into memory multiple times, then the number of Software licenses required in such circumstances will directly correspond to the number of times the Software has been loaded.

- n) **Java Virtual Machine** means a Java operating program that sits on top of a computer's operating system and runs a single copy of the Software. For clarity, if the Software has been loaded into the Java Virtual Machine multiple times, then the number of Software licenses required in such circumstances will directly correspond to the number of times the Software has been loaded.
- o) **List Capacity** means that the Customer is charged based on the total number of subscribers (actively counting duplicates) across all lists aggregated across all servers in a clustered configuration which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- p) **Mailbox** means the number of individual email mailbox which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software. Customer may allocate Software license to email mailboxes associated with employees or contractors of (A) Customer, (B) Customer's affiliates, and (C) Customer's customers and business partners. The allocation of Software licenses is permanent and Software licenses cannot be reshared or exchanged between email mailboxes. Notwithstanding the above, Software licenses may be reallocated to another individual email inbox if the original email mailbox is no longer: (1) configured to be archived using the Software, (2) otherwise benefits from the functionality of the Software, or (3) interfaces with the Software. Customer must keep a record of all email mailboxes which have been allocated Software licenses. The Software may be loaded and executed on an unlimited number of Servers or CPUs.
- q) **Managed Device** means any single physical hardware device licensed to access the Software from the Customer's premises including, but not limited to a gateway device, LAN-side end device, a router, a set-top box or a VoIP device, or on which the Software has been installed.
- r) **Model Count** means that the Customer is charged based on the total number of models which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- s) **Named Account** means that the Service licensed or subscribed to Customer may be Used (as defined in the applicable Agreement) by a limited number of individual accounts, each identified by a unique account ID (*i.e.*, the Named Account), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Named Accounts at any time without notice to Service Provider so long as the permitted number of Named Accounts is not exceeded. All Use is further subject to the terms of the Agreement.
- t) **"Named Device"** means a device authorized on behalf of the Customer to Use the Software. The Customer must be able to identify and count each Named Device. A Named Device does not need to be registered to Use the Software in order to be counted as such. A subscription may be transferred from one Named Device to another provided that the original Named Device no longer uses or is no longer permitted to access the Software.
- u) **Named User** means that the Service licensed or subscribed to Customer may be Used (as defined in the applicable Agreement) by a limited number of individual users, each identified by a unique user ID (*i.e.*, the Named User), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. All Use is further subject to the terms of the Agreement.
- v) **Non-Production** means a Software license acquired and deployed for internal purposes to be used in the following environments: development, system testing, integration testing, user acceptance testing, performance testing, staging, quality assurance, or pre- and post-production. If Customer obtained a Non-Production Software license, then such licenses may never be used in a Production (as defined below) environment.
- w) **Page View** means that the Customer is charged on the number of instances that internet users visit the Customer's particular website page which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- x) **Production** means a Software license acquired and deployed for internal purposes to be used in a live usage environment for operational business and/or revenue generating purposes.
- y) **Production Backup** means a Software license acquired and deployed for internal purposes to be used in a manner that makes it ready and available to be moved into Production at any time and includes: Disaster Recovery, Continuous Availability Architecture® ("CAA"), high-availability, and hot-standby, warm-standby, or cold-standby.

- z) **Recipients** mean that the Services licensed to Customer may be Used by a limited number of individual users, each identified by a unique user ID (*i.e.*, the Named User), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Recipients at any time without notice to Service Provider so long as the permitted number of Recipients is not exceeded. All Use is further subject to the terms of the Agreement.

Recipient groups can be designated in any way the Customer chooses. Users can be organized according to department, job function, location, *etc.* The possibilities are endless.

- aa) **Server Seats** means the number of authorized servers on which the Software may be installed and used.
- bb) **Site** means, as applicable, either (i) a single sub-entity created with a domain name customization, or (ii) the physical location and the hardware/ operating system environment on which the Software may be installed and used as stated in the Referencing Agreement.
- cc) **Transaction** means the number of the types of transactions listed in the Referencing Agreement that Customer may complete during the term specified therein. In the event Customer exceeds the allotted transaction volume at any time during the term, the Service Provider will invoice Customer at an agreed rate for each additional transaction over the allotted amount.
- dd) **User** means, unless otherwise defined in this Addendum for specific software, a single individual authorized to Use the Software in any role including administrators, developers, and end- user operators.

2. SCOPE OF USE AND RELATED TERMS FOR SPECIFIC SOFTWARE:

a) **CloudFix.**

- (i) If no fee is being charged for the CloudFix product, the parties agree that if Customer ever reduces its spend on Primary Products/ primary Software, as applicable, or Customer's rights to any Primary Products/ primary Software are cancelled or terminated, Service Provider shall have the right, in Service Provider's sole discretion, to cancel the license and access to the CloudFix product upon 15 days' notice.
- (ii) The CloudFix product works as a recommendation engine, therefore, Customer's license to use the CloudFix product is limited to using the CloudFix product solely for the purpose of analyzing and implementing AWS related cost savings within Customer's own AWS environment (the "**Permitted Use**"), solely as described in the standard CloudFix product documentation that accompanies the CloudFix product. The CloudFix product may be accessed and Used by the number of Customer employees that are reasonably necessary to perform the Permitted Use. Customer agrees that although the operability of the software that makes up the CloudFix product is covered by Customer's support plan with Service Provider, THE RECOMMENDATIONS AND OUTPUTS (THE "**DATA**") GENERATED BY THE CLOUDFIX PRODUCT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF USE OF THE DATA SHALL BE WITH THE CUSTOMER. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE DATA MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, OR ERRORS. SERVICE PROVIDER DOES NOT WARRANT THAT THE DATA WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE DATA WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. SERVICE PROVIDER IS NOT INVITING RELIANCE ON THE DATA, AND THE USER SHOULD ALWAYS VERIFY ACTUAL DATA.

b) **Qlik Products.** The following terms and conditions apply to the Qlik Products (defined below).

- (i) **Definitions.** The following terms have the meanings given to them below.
- (A) "**Advanced User**" is a User that is permitted to author sheets, objects, reports and charts based on the pre-existing dataset provided by Service Provider based on the Software.
- (B) "**User**" means an employee of the Customer.
- (C) "**Viewer User**" is a User that is limited to viewing the data and other information as displayed via the Software, but not to (1) create any application, sheet, report or visualizations and (2) update or share any data, in any Software.
- (ii) **Qlik Products License Models.** Unless otherwise stated in the Referencing Agreement, the license models for the Software are as follows:

- (A) If the Software is **Aurea® Platform Analytics Powered by Qlik®** the Software is licensed or subscribed on a (1) per Advanced User or (2) per Viewer User basis, where the total number of Advanced Users or Viewer Users cannot exceed the number of licenses or subscriptions purchased by the Customer.

(iii) **Qlik Product Terms.**

- (A) Customer acknowledges that the Software contains or incorporates proprietary software owned by QlikTech Inc. and its affiliates ("**Qlik Products**"). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the Software. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the Software. Qlik and its affiliates are third party beneficiaries of this Addendum and may enforce the applicable terms and conditions of this Addendum.
- (B) Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this Addendum. Customer shall not, directly or indirectly: (1) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (2) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (3) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any Software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (4) use the Qlik Products in any manner not authorized by this Addendum.
- (C) Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.
- (D) Customer agrees to (1) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (2) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Service Provider, Qlik or their respective affiliates shall have any obligation or liability with respect thereto.
- (E) Individual software components, each of which has its own copyright and its own applicable license conditions ("Third Party Software") may be distributed, embedded, or bundled with the Qlik Products. Such Third-Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third-Party Software.
- (F) This Addendum, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon Customer's breach of any of the terms of this Addendum.
- (G) Service Provider grants the Customer a non-exclusive, non-transferable, revocable and non-assignable license to use each Qlik Product only in accordance with the terms of this Addendum. For clarity, the terms of the licensing agreement, as modified by this Addendum will govern the Use of the Qlik Products.
- (H) The Customer shall ensure that (1) any copy of the Qlik Product is produced only in accordance with the terms of the Addendum and for the Customer's own benefit, (2) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (3) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the Addendum. Further, the Service Provider shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of this Addendum.
- (I) If Customer engages a third party hosting provider to host the Software on Customer's behalf, Customer shall be responsible for such third party hosting provider's compliance with these terms. Further, such third party hosting provider shall be restricted to hosting the Software only on Customer's behalf and may not use the Software for any other purpose.

- c) **Aurea® Actional® Interceptor SDK.** The Software is licensed or subscribed on an unlimited basis and

Customer may develop, deploy, and utilize the Software in and across all of its systems and infrastructure. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AUREA ACTIONAL INTERCEPTOR SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER MAKES NO WARRANTIES WITH RESPECT TO AUREA ACTIONAL INTERCEPTOR SDK, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT.

- d) **Distribution Channel Management™ ("DCM").** The Software is licensed or subscribed on a per Incented Personnel basis for those whose information will be processed using DCM and who will have access to and use DCM web-based applications. Customer may install the Software on as many servers as Customer deems is reasonably necessary to effectively process Customer's data for the number of Incented Personnel licensed or subscribed hereunder.
- e) **Aurea® Collaborative Enterprise.** Notwithstanding anything to the contrary, with respect to **Aurea® Collaborative Enterprise**, Service Provider adheres to the l'A.P.P (Agence pour la Protection des Programmes) with whom Service Provider regularly deposits the source code of its Software and its various updates. The Customer may have access to the source code of the Software under the Agreement only in the case of a final bankruptcy judgement of Service Provider.
- f) **Skyvera Social or Skyvera Smart Routines.** In addition to the reporting obligations under the agreement, once per year, at least ninety (90) days prior to the expiration of the annual term, the Customer shall deliver to Service Provider the 'Active User Report' output generated by the Software as screenshot, that reflects Customer's then-current level of use of the Software.

3. ADDITIONAL TERMS APPLICABLE TO ALL SOFTWARE:

- a) **Third-Party Components.** The Software may contain or be accompanied by certain third-party components created and separately licensed to Customer by third parties. CONSEQUENTLY, SERVICE PROVIDER'S PROVISION OF THIRD-PARTY COMPONENTS TO CUSTOMER IS ON "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS. These components, if any, may be identified in, and subject to, special license terms and conditions set forth in the "notices.txt" file accompanying the Software ("**Special Notices**"). The Special Notices include important licensing and warranty information and disclaimers. In the event of a conflict between the Special Notices and the other portions of the Agreement, the Special Notices will take precedence, but solely with respect to the third-party component(s) to which the Special Notice relates.
- b) **Patent Notices.** Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States ("US") and non-US patents. A listing that associates patented and patent-pending products included in the Software, Software updates, their related technology and services with one or more patent numbers available for Customer's and the general public's access at: www.aurea.com/legal/patents/ or www.ignitetechnology.com/legal or <https://markings.ipdynamics.ai/esw/> (hereinafter, the "**Patent Notice**") and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates. The Software may include third-party products sublicensed by Service Provider to Customer. Some or all associations of the third-party products-to-patents are also identified in the Patent Notice by each associated third-party and product name.
- c) **For On-Premise Software ONLY:**
 - (i) **License Environment.** Unless otherwise stated in the Referencing Agreement, the Software is licensed according to the following environments:
 - (A) **Production and Production Backup.** Software may be licensed to Customer for Production or Production Backup use. The sum of License Units for Production and Production Backup must not exceed the maximum number of License Units set forth in the Referencing Agreement.
 - (B) **Non-Production.** Customer may order software for Non-Production use. If Customer ordered or obtained the Software for Non-Production use, then the Software is subject to the additional restriction that it may not be deployed for Production or Production Backup use.
 - (C) If no license environment is stated in the Referencing Agreement, then the Software is licensed for Production and Production Backup.

- (ii) **Additional License Types.** If stated in the Referencing Agreement, the Software may be provided to the Customer for any of the following purposes:
- (A) if the Software is provided for evaluation purposes ("**Evaluation Software**"), then the Software may be used by Customer solely for evaluation of the Software applications, and not in conjunction with the development or deployment of such Software applications. Evaluation includes the use of the Software in performance benchmarking. Service Provider updates the Software regularly and benchmarking data for the Software is subject to change. Benchmark tests on prior versions of the Software may yield results that are not reflective of the performance of the current version of the Software. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE EVALUATION SOFTWARE CONTAINS A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE EVALUATION SOFTWARE THIRTY (30) CALENDAR DAYS FROM INSTALLATION OR AS OTHERWISE AGREED IN WRITING BY THE PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EVALUATION SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER MAKES NO WARRANTIES WITH RESPECT TO THE EVALUATION SOFTWARE, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT;
 - (B) if **digital certificates** are included with the Software, the certificates are intended as samples only, and are prohibited for use in development, deployment, or Production;
 - (C) if the Software is provided for development purposes ("**Developer License**") then Customer's access and use of the Software is limited to internal application development and support purposes only. If the license is for components of the Software only, then such right is limited to such components. A Developer License may not be transferred; or
 - (D) if the Software is provided for testing and staging purposes ("**Testing and Staging License**") then the Customer has the right to use the Software for internal quality assurance testing purposes only and Customer may not deploy the Software in a Production environment. A Testing and Staging License may not be transferred.