

**DEPARTMENT OF DEFENSE
ENTERPRISE SOFTWARE INITIATIVE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DOD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including Exhibit A: Micro Focus Government Solutions Pass-Through Terms, Exhibit B: Micro Focus Business Support Agreement and Exhibit C: Micro Focus Non-Production Licensing Guide constitutes the Agreement between the Micro Focus Government Solutions LLC (Licensor) and the DOD. The terms and conditions set out below in these Software License Requirements, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of Exhibits A, B and C. For clarification in this agreement, Publisher and Licensor are synonymous.

With regard to any conflict in license terms between the DOD Enterprise Software Initiative (ESI) License Agreement and any GSA negotiated license agreement, the Order of Precedence is in the following order: 1) the DOD ESI License Agreement and 2) any GSA negotiated license agreement.

1. **Enterprise Language.** The parties agree that more than one agency of the DOD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the Licensee is a "DOD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, and to include the Intelligence Community and the US Coast Guard, the terms and conditions of this Agreement apply to any purchase of products made by the DOD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution.

The Order of Precedence in the event of a conflict, unless otherwise agreed to in a professional services Statement of Work or License Agreement Amendment, the Parties agree, the contract documents shall have the following order of precedence starting with the highest order.

- 1) This Software License Agreement (SLA)
- 2) Exhibits to this License Agreement
- 3) GSA Schedule and Agreements
- 4) Statements of Work (SOW) (if applicable)
- 5) Attachments to SOWs (if applicable)
- 6) Pass-Through License Agreement (PTT)
- 7) Other Web-based License Terms and Conditions

It is also understood by the Parties, that the Micro Focus Business Support Agreement ("Support Agreement") in Exhibit B describes the support and maintenance services ("Support") and the terms and conditions under which Micro Focus will provide the Support from MFGS direct or an authorized reseller to the DOD Department or Agencies described in Section 1.

The parties agree the terms of this Agreement and these supersede and take precedence over the terms included in any purchase order, terms of any Pass-Through License Agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies or educational documents will not be considered part of this license agreement.

2. **Choice of Law/Venue.** This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFARS), without regard to principles of conflict of laws.
3. **Indemnification.** The DOD does not have the authority to and shall not indemnify any entity. The DOD agrees to pay for any loss, liability or expense, which arises out of or relates to the DOD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DOD is established by a court of law or where settlement has been agreed to by the DOD agency and the Department of Justice. This provision shall not be construed to limit the DOD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DOD.

4. Patent, Copyright, Trademark, and Trade Secret Protection.

- a) Micro Focus will defend and/or settle any claims against Customer that allege that Micro Focus-branded product or service as supplied under these Terms infringes the intellectual property rights of a third party. The Licensor shall, at its expense, indemnify and hold the DOD harmless from any suit or proceeding which may be brought by a third party against the DOD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/ administrative body or any settlements reached pursuant to Claim and (b) reimburse the DOD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DOD agrees to give Licensor prompt notice of any such claim of which it learns. The DOD has the sole authority to represent itself in actions brought against the DOD. Licensor shall not, without the DOD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DOD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DOD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DOD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DOD. It is expressly agreed by the Licensor that, in the event it makes an appropriate request that the DOD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DOD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DOD for such support.
- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DOD to continue the use of such licensed products.
- d) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- e) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (d) above, MFGS will refund the DOD the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. The licensor is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Supporting Material except that Micro Focus is not responsible for claims resulting from deliverables content or design provided by the DOD. The DOD refund upon the prompt written confirmation by the DOD that the relevant software product has been destroyed or permanently disabled. MFGS will pay for shipment of repaired or replaced software products to Customer.
- f) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- g) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) Modification of any licensed products provided by the DOD or a third party acting under the direction of the DOD;

- (2) any material provided by the DOD to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the DOD's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the DOD's failure to use corrections or enhancements made available to the DOD by the Licensor at no charge.
- h) The obligation to indemnify the DOD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming. MFGS warrants that to the best of its knowledge upon delivery any software provided under a mutually executed License Agreement do not contain any virus, infection, worm, Trojan Horses or similar malicious code ('Illicit Code'). Notwithstanding the foregoing, MFGS shall not be responsible for Illicit Code contained in third party products incorporated into the software codes, and asset protection devices inserted in such software for the purposes of preventing Customer's unauthorized use will not be considered a breach of this warranty. The Licensor requires the DOD to: (a) demonstrate the virus came from the Licensor's product, (b) properly installed the software, (c) used the product as intended and d) show virus or similar was not introduced at later date after installation. MFGS would not be responsible for a virus that attaches itself to our software later through the actions of a government user or contractor. The licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

In the event that MFGS breaches this warranty, provided DOD notifies MFGS in writing within one-hundred-twenty-day (120) after the date of delivery of the applicable software Deliverables and customer is under active support contract, the DOD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to

- (a) repair or replace the licensed products with a copy that does not contain Virus so that it complies with this warranty or refund the fee paid for such software, and
- (b) if the DoD has installed and tested, in a test environment which is a mirror image of the production ("non-production") environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its pro.

Under no circumstances shall Licensor be liable for damages to the DOD for loss of the DOD's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Delivery. Publisher's delivery of the Products to DOD shall be by electronic download or as otherwise specified in Delivery Orders, FOB Destination.

7. Program Warranty. Licensor will either repair the relevant defect or replace the software product. If MFGS is unable to complete the repair or replace the software product within a reasonable time, the DOD will be entitled the amount paid for license fees of the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid upon the prompt written confirmation by Licensee that the relevant software product has been destroyed or permanently disabled. MFGS will pay for shipment of repaired or replaced software products to the Licensee. Licensor warrants for one hundred and twenty (120) days from date of delivery that the Software will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation on a Supported Platform.

- a) Noncomplying Product. In the event DOD determines that the Product is a Noncomplying Product, DOD will notify Licensor within the one hundred and twenty (120) day warranty period and Licensor will begin remedying the nonconformance. If MFGS is unable to complete the repair or replace the software product within a reasonable time, the DOD will be entitled to a full refund of license fees upon

the prompt written confirmation by Licensee that the relevant software product has been destroyed or permanently disabled.

- b) Publisher Remedies. Licensee must report to Licensor in writing within thirty (30) business days any breach of the warranties during the relevant warranty period. Licensor shall use commercially reasonable efforts to correct or provide a workaround for reproducible Software errors that cause a breach of this warranty. If the Licensor is unable to make the Software operate as warranted within a reasonable time, DOD will be entitled to a full refund of license fee upon the prompt written confirmation by Licensee that the relevant software product has been destroyed or permanently disabled
- c) Discontinuance of Support. Licensor will give DOD at least one hundred and eighty (180) days advance written notice before Licensor or its authorized Resellers discontinue support of any Product. For specific product lifecycle information refer to:
<https://softwaresupport.softwaregrp.com/obsolescence-migrations#>
- d) Professional Services are performed using generally recognized commercial practices and standards. The DOD agrees to provide prompt notice of any such service concerns and Licensor will re-perform any service that fails to meet this standard.

- 8. Limitation of Liability.** The Licensor's liability to the DOD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:
- a) Bodily injury;
 - b) death;
 - c) intentional injury;
 - d) damage to real property or tangible personal property for which the Licensor is legally liable; or
 - e) licensor's indemnity of the DOD for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

- 9. Termination.** Licensor may not terminate this Agreement for non-payment from reseller.
- a) DOD may terminate this Agreement without cause by giving Licensor thirty (30) calendar day's prior written notice (Notice of Termination) whenever the DOD shall determine that such termination is in the best interest of the DOD (Termination for Convenience). Upon termination, the individual GSA Contract Terms and U.S. Code Title 41, Chapter 71 Contract Disputes dictate and govern the Licensor's remedies.

- 10. Background Checks.** MFGS hereby acknowledges that the Customer may at any time perform, at its expense, background screenings on all of Vendor's employees, Subcontractors, and agents who have been granted physical access to the Customer or access to the Customer's computer systems. This term will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at your site or via remote access in or from the United States, and only if the Licensor employee does NOT possess a Department of Defense ("DOD") performed National Agency Check with Inquiries ("NACI") or a DOD security clearance of SECRET or higher, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee.

The background screenings may include, but are not limited to, the following core inquiries: (i) a National Crime Information Center (NCIC) check; (ii) an FBI fingerprint check; (iii) a criminal record check conducted at the federal, state and/or local level; (iv) a Social Security number verification; (v) Office of Foreign Asset and Control (OFAC) Watch List check; (vi) education verification; (vii) employment history report; (viii) credit check; (ix) personal interview; (x) reference checks; and (xi) drug screening, where permitted by Law (collectively, "**Screenings**"). The designated Vendor employee will be required to sign several consent forms, which will allow for the release of information from third party sources to the Customer, the Customer (if applicable), and any of their consultants. The check is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DOD requires on-site support outside the United States, Licensor will make reasonable efforts to work with DOD in order to address its security concerns.

10. **Confidentiality.** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing the definition of confidential information. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under the Agreement, shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
13. **Publicity/Advertisement.** The Licensor must obtain DOD approval prior to mentioning the DOD or a DOD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
14. **Territory.** Any Department of Defense (DOD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.
15. **Backup for User Documentation.** Licensor grants DOD to make a reasonable number of copies for DOD's internal business purposes. DOD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DOD is also responsible for reporting to Licensor if DOD learns of the misuse or mishandling of User Documentation provided under the contract to DOD personnel, contractors or Government employees.
16. **Transfers and Assignments.** DOD is authorized to transfer or assign the Software or Licensee's rights in the Software upon the completion of the MFGS License Transfer Form and verification of said license(s), and such authorization would include sublicensing, assignment or transfer among or between DOD agencies, outsourcers, contractors or Licensee, (in support of the DOD mission) or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's computer, except as may be explicitly provided in this Agreement. DOD will retain ownership of all licenses and software ownership cannot be transferred to external outsourcers or contractors.
 - a) Transfers. Within the DOD, in the event that an Authorized User has a valid license under this Agreement and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor.
 - b) Assignments. Licensee can request assignment of ownership of licenses within the DOD and license usage to an outsourcer or contractor (in support of the DOD mission) from MFGS. When the DOD intends to designate DOD a DOD Agency or other, as determined, to assume ownership or usage to an outsourcer, contractor (in support of the DOD mission) of the license along Licensor written concurrence. All activities by such Assignee shall be subject to the Licensor's Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Licensor's Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is also understood that Assignee will be responsible for all future software maintenance costs of any assigned licenses.
 - c) Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments will be without cost to the Licensee, provided the licenses are current with regard to Licensor annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

It is inherently understood Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement.

17. **Functionality Replacement and Extended Support.** If Licensor removes any or all of the material features or functionality to which DOD is being granted access hereunder from the Software without introducing replacement or substitute functionality such that the Software no longer performs its core

operations as when initially released and Licensor subsequently offers substantially similar features, functionality, and pricing in a new or different product (Replacement Product whether directly or indirectly or through a third party), then upon request by DOD the License will be deemed to include (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, the entire Replacement Product will be provided to DOD under the terms of this Agreement at no additional charge to DOD provided the purchased software support agreement is current and DOD will cease use of the original software licenses once use of the Replacement product has begun. MFGS cannot provide license upgrades for software with expired software agreements.

If the Software provided to DOD is updated as replacement, renamed or re-branded applications or products for any reason, then DOD shall be entitled to the same license to use the replacement, renamed or re-branded product as DOD had with respect to the Software that DOD had immediately prior to such replacement, renaming or re-branding, at no additional charge to DOD so long as

- (a) the new applications or products are equivalent in features and functionality, at a minimum, and the same conditions of use apply as to the Software,
- (b) new applications or products have similar pricing to the original Software per the GSA Schedule and Agreement, and
- (c) Licensor ceased or has advised DOD that Licensor intends to cease supporting the initial Software while DOD was still purchasing Maintenance and Support for such Software.

If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or the Licensor provides the same or substantially similar functionality and features as a separate or renamed product, then the DOD is entitled to license such software without any additional license requirements. However, throughout the term of this agreement, the Licensor will provide support services for at least a period of one (1) year after the publisher declares an "end-of life" to the software. For specific product lifecycle and "end-of-life" information, refer to: <https://softwaresupport.softwaregrp.com/obsolescence-migrations#>

18. Rights of Survivorship of the Agreement. This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity and shall be assigned to the Successor or new entity upon purchase of the software. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software with a current support agreement is provided with updates, upgrades and new releases under this agreement at no additional cost.

19. Audit Responsibilities. This Section sets out the sole audit right under this agreement.

- a) DOD will maintain, and promptly provide to Publisher upon its request, but no more frequently than once in a twelve (12) month period, accurate records regarding use of the software by or for DOD. If DOD becomes aware of any unlicensed use of the software, DOD will notify Contractor and Publisher within fifteen (15) calendar days, providing reasonable details. The limit of DOD's responsibility for any unlicensed use of the software by any Users employed by or performing services for DOD is the requirement that DOD purchase additional licenses for the product through Contractor without any penalty or promptly stop using the software and delete any unauthorized copies.
- b) DOD will perform a self-audit, upon the request of the Publisher, but no more frequently than once in a twelve (12) month period, and report any change in software program use (hereinafter "True up number"). The Publisher may make such a request of an individual agency of the DOD and will notify the DOD in the event of such a request. If the Publisher requests a self-audit from a DOD agency, a will not make another request of that agency for at least twelve (12) months. Any self-audit, which shall be certified by a DOD employee authorized to do so, shall include, but not be limited to, the number of copies of the programs installed and/or in use by the DOD, the designated system(s) on which the programs are installed and/or running, and if applicable, the number of users of the programs. DOD shall notify Contractor and Publisher of the True up number no later than 90 calendar days after completion of the self-audit. If the self-audit finds that DOD is under-licensed, DOD will either
 - 1) cease use of the quantity in excess of the DOD licensed quantity and the Project Manager will work with the Publisher and Contractor in good faith to account for such excess use or

- 2) make an additional purchase of the product through Contractor, wherein such pricing is in accordance with any current ESI pricing. The procurement of additional licenses, if required, will transpire no later than sixty (60) days after DOD's aforementioned notification. There will be no penalties involved in the procurement of the additional licenses.
- 20. U.S. Government Configuration Baseline.** The Publisher shall comply with the requirements of the U.S. Government Configuration Baseline (USGCB) as specified at <http://usgcb.nist.gov> to ensure applications are fully functional and operate correctly as intended. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.
- a) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
 - b) Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using USGCB prior to any product/ module revisions made available for Government use. Further, the Publisher shall maintain operability with USGCB standards as they evolve.
 - c) DOD buyers may require compliance with additional baseline configuration requirements.
- 21. Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DOD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DOD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://DoDcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services. Software products offered to and purchased by the DOD and Intelligence Community shall be licensed by the software publisher without restriction to information sharing among the DOD and IC in performing their missions.
- 22. Section 508 of the Rehabilitation Act Compliance.** All products and services provided under this agreement must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Publisher's Section 508 compliancy information must be readily available at the Publisher's website.
- 23. Orders.** Any term or condition included in an order to be placed that will expressly supersede a term or the designated DOD Procurement Contracting Officer (PCO) for this ESI Blanket Purchase Agreement (BPA) must approve condition of this agreement in writing via email. A copy of which shall be attached to such order the designated DOD PCO for this ESI BPA in addition, a copy of which shall be attached to such order, must approve condition of this agreement in writing via email. Any term or condition in an order that is placed that expressly supersedes a term or condition of this agreement is ineffective unless subsequently agreed to in writing via an email by the designated DOD PCO for this agreement attached to the order with an Administrative Modification.
- 24. Temporary Use of Software During Times of Conflict and/or Natural Disaster.** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DOD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensor software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building'); the initiated international terrorist attacks, perpetrated on American soil, on 11 September 2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.
- For licenses connected to a DOD network server, Licensor shall provide, upon demand and for immediate delivery an additional temporary license equal to the quantity of network versions purchased, for access

during a TED event. For computers not connected to a DOD network server, The Licensor shall provide, a temporary network license for use on multiple computers. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DOD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. DOD agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.

- 25. Software Asset Management & ISO-IEC 19770:2015 Series.** The Licensor shall comply with ISO 19770:2009 Series Standards for all installable or distributable software products governed by this agreement. If any part of the ISO-IEC 19770:2009 standard is not approved by the ISO International Standards Committee at the time of contract execution, the Licensor shall make commercially reasonable efforts to comply with the standard upon approval by ISO.
- 26. Authorized Users.** An Authorized User includes, but is not limited to DOD government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the DOD in support of DOD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs.
- 27. Data Sharing/Transfer.** Data transfer is defined as Batch Processing, Multiplexing and Flat File Environments. This license provides the DOD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DOD missions. The parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters.
- 28. Data Recovery and Virtualization.**
 - a) Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will not require additional licenses as long as the number of data recovery servers equals the number of primary servers.
 - b) For virtualized servers, both parties agree that only the primary server must be licensed. It is understood that advanced virtualization functions (soft partitioning including live migration) are incorporated herein by expressed written reference and by this license agreement. Thus, no additional licenses will be required to accommodate future data recovery and virtualization commercially accepted methods or practices.
- 29. Shelf Ware.** It is recognized, that in some instances, DOD may have excess Licensor software licenses that are not currently being used or needed by DOD. These licenses are commonly called Shelf Ware. At DOD's sole discretion, the DOD may transfer any these licenses as described in Section 13 of this document or DOD may terminate the license grant, as it deems necessary. The termination or transfer of licenses may result in a reduced license count and may be deducted from the next annual maintenance payment, in a prorated method. If a subset of licenses is terminated or the level of support is reduced, the support for the remaining licenses will not change the service level or result in any type of fee recalculation.
- 30. Third Party Software.** Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.
- 31. Additional Functionality.** Provided DOD is current and paid all support fees, any additional functionality provided on Licensor Products shall not impose additional license terms and/or fees on the Government.
- 32. License copies for training, evaluation, research and development (including Research Labs) and back-up.** During the term of this agreement (including any renewal term), an agency (as defined locally) may (i) run up to fifty (50) non-production licenses of purchased product in a dedicated training facility on their premises; (ii) run up to ten (10) non-production licenses of any purchased product that the Licensor makes available to license as an additional product for a 120-day evaluation period; (iii) run non-production licenses of enterprise products and additional products on up to and not to exceed five percent (5%) of Authorized Users desktops or processors for research and development

purposes; and (iv) make and retain one (1) complimentary copy of any licensed non-production product for back-up or archival purposes for each of their distinct geographic locations.

- 33. Finality of Terms.** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DOD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.
- 34. Software Titles Incorporated by this License Agreement.** All software titles sold by Licensor are incorporated into this agreement and any and all other software or software title, which may be added through Licensor's in-house development or corporate acquisition. It is the DOD's anticipation this agreement will cover any and all software companies Licensor may purchase in the future.
- 35. Use of this Agreement by the Federal Government.** The parties agree that, if a Federal agency implements another contracting vehicle for Licensor's products, and if the Licensee is an agency of the U.S. Federal Government, then, the terms and conditions of this Agreement with written approval of both parties can be assigned to any purchase of software products by that agency. Additionally, should a Federal Government Agency desire to use this agreement, it will be without remuneration to any party.
- 36. DOD Enterprise License.** The parties agree, that in the spirit of cooperation, there may be an instance, during the course of this agreement, where DOD desires an Enterprise License Agreement (ELA) with the publisher. The parties agree that all will work towards implementation of a DOD Enterprise Agreements, that all terms contained in this agreement may become part of the ELA and the DOD and Publisher will work cooperatively on issues that may hamper such an agreement (legacy licenses and the accompanying support, Right-sizing the enterprise and so on).
- 37. Virtualization.** Publisher recognizes Virtualization through partitioning. Should DOD desire to implement virtualization for Publisher's software programs licensed pursuant to this agreement, partitioning shall be defined and executed as follows:
- a) Soft Partition (also called Software Partition). Soft Partition means to partition the operating system using system resource managers that limit the number of CPUs running Publisher Programs. Soft Partitioning creates areas within the same operating system where CPU resources are specifically allocated to respective applications.
 - b) Hard Partition (also called Hardware Partition). Hard Partition means to partition the server by physically separating the processors of a single server into distinct smaller servers, each of which acts as a physically independent, self-contained server, typically with its own dedicated CPUs, operating system, separate boot area, memory, input/output subsystem, and network resources.
 - c) Implementation: If DOD partitions through either Soft Partitioning or Hard Partitioning then DOD is only required to license programs for the partitions on which DOD will be installing and/or running the software.
- 38. Deployment and Use of Perpetual, Subscription or Term Licenses in a Cloud Computing Environment.** Any licenses acquired under this agreement will have a perpetual Cloud Grant. DOD can deploy and use any quantity of its perpetual or term Publisher licenses in any cloud-computing environment (private or public) and with any third-party cloud service provider. The use of DOD licenses is limited to the mission and business of the DOD. The DOD retains all ownership responsibilities of the licenses. The DOD will maintain records of license deployment. DOD can transfer its perpetual and term Publisher licenses between on-premises data centers and third party cloud service providers or to other third party cloud service providers without charge, limitation, or change in functionality. The DOD shall have the right to determine the version level for transfers. For licensed programs used in Cloud Environments and for which software support or maintenance is current, DOD may upgrade or downgrade the version level without charge. When counting Publisher processor license requirements in cloud computing environments, the Publisher Processor Core Factor Table is applicable. Deviations are not allowed to the Core Factor Table based on the cloud service provider used.
- 39. Ineffective Provisions.** If any document incorporated by reference into this agreement, and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; (c)

requiring the governing law to be anything other than Federal law, and/or (d) that otherwise violates applicable Federal law, then, such terms shall not apply and shall have no effect. If any document incorporated by reference into this agreement, including additional terms and conditions included and/or referenced therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Publisher or any other party.

- 40. Previously Acquired Licenses.** All Publisher license terms and conditions, of any versions or releases, that were acquired and/or assigned to any DOD agency prior to the effective date of this Software License Agreement shall be converted and replaced with this Software License Agreement.
- 41. Data Ownership in a Cloud Environment.** When the term of services end, Licensee generally no longer has rights to access or use the services, including the associated Publisher programs and services environments. For a period of one hundred and twenty (120) days after the end of the services, Publisher will make available Licensee's content and applications then in the services environment for the purpose of retrieval by Licensee. At the end of the one hundred and twenty (120) day period, and except as may be required by law, regulation, or federal, DOD, or agency policy or directives, Publisher may delete or otherwise render inaccessible any of content and applications that remain in the services environment.
- 42. Professional Services.** Publisher may subcontract all or part of the Services to be performed, to a qualified third party only as Stated in a Statement of Work (SOW) with the explicit written acceptance of the Licensor. Any subcontracting of services must be noted in the SOW and stated in an Executed Purchase Order and acknowledged in the customer's SOW.
- 43. Parallel Operations.** For no additional cost, the DOD agency shall have the ability to run Publisher's software on parallel (development) systems for up to one hundred and twenty (120) days, or a mutually agreed upon timeframe, for system migrations, testing, and/or hardware refreshes. The DOD will ensure the duplicate Instances required during the Parallel Operation period are uninstalled and deleted once the parallel operation is no longer required. The DOD will only request the ability to run the same number of license Instances that are currently owned by the DOD. If additional licenses are required in addition to the quantity owned by the DOD agency, the DOD will acquire the necessary licenses.

Exhibit A
Micro Focus Government Solutions LLC Pass-Through Terms

Micro Focus Government Solutions' ("MFGS") obligations with respect to products or services supplied by Micro Focus and procured by an end-user customer (hereinafter "Customer") from authorized MFGS Business Partners are limited to the terms and conditions in these MFGS Customer Pass-Through Terms ("Terms") and the specific Supporting Material included with the Micro Focus supplied products and services. MFGS is not responsible for the acts or omissions of MFGS Business Partners, for any obligations undertaken by them or representations that they may make, or for any other products or services that they supply to Customer.

1. **Orders.** "Order" means the accepted order including any Micro Focus-branded supporting material which is identified as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, appliance (hardware) or software specifications, service descriptions, data sheets and their supplements and statements of work (SOWs), Micro Focus Packaged Support Service Agreement, published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated Micro Focus website.
2. **Title.** When Micro Focus delivers to Customer directly, risk of loss or damage and title for appliance products will pass upon delivery to Customer or its designee.
3. **Installation.** If Micro Focus is providing installation with the product purchase, Micro Focus's site guidelines (available upon request) will describe Customer requirements. Micro Focus will conduct its standard installation and test procedures to confirm completion.
4. **Support Services.** Micro Focus's support services will be described in the applicable Supporting Material, which will cover the description of Micro Focus's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported, and for Micro Focus Packaged Support Services purchases, the Micro Focus Packaged Support Service Agreement governing terms.
5. **Software-as-a-Service.** "Micro Focus Software-as-a-Service" or "Micro Focus SaaS" mean the Micro Focus branded online software solutions that Micro Focus makes available for Customer use through a network connection, each as described in the applicable Supporting Material, Micro Focus and Customer obligations with respect to Micro Focus SaaS are set forth in the SaaS Exhibit included in these Terms.
6. **Professional Services.** Micro Focus will deliver any ordered IT consulting, training, or other services as described in the applicable Supporting Material.
7. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by Micro Focus.
8. **Eligibility.** Micro Focus's service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. modifications or improper system maintenance or calibration not performed by Micro Focus or authorized by Micro Focus;
 3. failure or functional limitations of any non-Micro Focus software or product impacting systems receiving Micro Focus support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by Micro Focus; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Micro Focus's control.
9. **Dependencies.** Micro Focus's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
10. **Change Orders.** Requests to change the scope of services or deliverables will require a change order signed by both parties.
11. **Product Performance.** All Micro Focus-branded appliance (hardware) products are covered by Micro Focus's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of Micro Focus installation, or (where Customer delays Micro Focus installation) at the latest 30 days from the date of delivery. Non-Micro Focus branded products receive warranty coverage as provided by the relevant third party supplier.

- 12. Software Performance.** Micro Focus warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. Micro Focus warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. Micro Focus does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in appliance (hardware) and software combinations other than as authorized by Micro Focus in Supporting Material.
- 13. Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and Micro Focus will re-perform any services that fail to meet this standard.
- 14. Services with Deliverables.** If Supporting Material for services defines specific deliverables, Micro Focus warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Micro Focus of such non-conformity during the 30 day period, Micro Focus will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to Micro Focus.
- 15. Product Warranty Claims.** When we receive a valid warranty claim for Micro Focus appliance or software product, Micro Focus will either repair the relevant defect or replace the product. If Micro Focus is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to Micro Focus (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. Micro Focus will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to Micro Focus.
- 16. Remedies.** These Terms state all remedies for warranty claims. To the extent permitted by law, Micro Focus disclaims all other warranties.
- 17. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under these Terms. Customer grants Micro Focus a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Micro Focus and its designees to perform the ordered support services. If deliverables are created by Micro Focus specifically for Customer and identified as such in Supporting Material, Micro Focus hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- 18. Intellectual Property Rights Infringement.** Micro Focus will defend and/or settle any claims against Customer that allege that Micro Focus-branded product or service as supplied under these Terms infringes the intellectual property rights of a third party. Micro Focus will rely on Customer's prompt notification of the claim and cooperation with our defense. Micro Focus may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Micro Focus is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Supporting Material except that Micro Focus is not responsible for claims resulting from deliverables content or design provided by Customer.
- 19. License Grant.** Micro Focus grants Customer a non-exclusive license to use the version or release of the Micro Focus-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-Micro Focus branded software, the third party's license terms will govern its use.
- 20. Updates.** Customer may order new software versions, releases or maintenance updates ("**Updates**"), if available, separately or through Micro Focus software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that Micro Focus makes them available to Customer.
- 21. License Restrictions.** Micro Focus may monitor use/license restrictions remotely and, if Micro Focus makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external

distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under these Terms unless permitted by statute, in which case Customer will provide Micro Focus with reasonably detailed information about those activities.

- 22. License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with these Terms, Micro Focus may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to Micro Focus, except that Customer may retain one copy for archival purposes only.
- 23. License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by Micro Focus. Micro Focus-branded software licenses are generally transferable subject to Micro Focus's prior written authorization and payment to Micro Focus of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated appliance (hardware).
- 24. License Compliance.** Micro Focus may audit Customer compliance with the software license terms. Upon reasonable notice, Micro Focus may conduct an audit during normal business hours (with the auditor's costs being at Micro Focus's expense). If an audit reveals underpayments then Customer will pay to Micro Focus such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse Micro Focus for the auditor costs.
- 25. Confidentiality.** Information exchanged under these Terms will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under these Terms, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
- 26. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Micro Focus does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent Micro Focus has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. Micro Focus will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 27. US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under Micro Focus's standard commercial license.
- 28. Global Trade Compliance.** Products and services provided under these Terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these Terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Micro Focus may suspend its performance under these Terms to the extent required by laws applicable to either party.
- 29. Limitation of Liability.** Micro Focus's liability to Customer under these Terms is limited to the greater of \$1,000,000 or the amount payable by Customer to Micro Focus for the relevant Order. Neither Customer nor Micro Focus will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of these Terms; nor any liability which may not be excluded or limited by applicable law.
- 30. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

- 31. Order of Precedence.** To the extent these Terms conflict with the Micro Focus Packaged Support Services Agreement, the Micro Focus Packaged Support Services Agreement shall take precedence.
- 32. General.** These Terms represent our entire understanding with respect to its subject matter and supersede any previous communication or agreements that may exist. Modifications to these Terms will be made only through a written amendment signed by Micro Focus and Customer. These Terms will be governed by the laws of the country of Micro Focus or the Micro Focus affiliate accepting the Order and the courts of that locale will have jurisdiction. Customer and Micro Focus agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of Delaware, excluding rules as to choice and conflict of law.

Exhibit B
Micro Focus Government Solutions LLC Business Support Agreement

This Business Support Agreement (“Support Agreement”) describes the support and maintenance services (“Support”) and the terms and conditions under which Micro Focus Government Solutions will provide the Support to the Department of Defense (DOD) purchasing Support (“you” or “Customer”) from Micro Focus or an authorized reseller. “Micro Focus”, “MFGS” or “our” shall mean the Micro Focus legal entity authorized to license the software for which Support is purchased under this Support Agreement (“Software”) in the country in which Support is provided. This Support Agreement applies to all Software products for which Support commences on or after 15 January 2018.

- 1. Access Online Self-Service Support.** With respect to Software previously provided by the former software business of Hewlett Packard Enterprise and now provided by Micro Focus Government Solutions LLC , you can access Software Support Online (SSO) portal to get online self- service support at: <https://softwaresupport.softwaregrp.com/>. For all other Software, you can access online self-service support at: www.microfocus.com/support-and-services/.
- 2. Unlimited Incident Logging.** You may log an unlimited number of technical Support incidents to report errors or request product enhancements to the Software.
- 3. Defect Support.** Micro Focus will use commercially reasonable efforts to correct an error or design failure with the Software that it can reproduce on its support systems. Micro Focus will also use commercially reasonable efforts to address critical vulnerability to malicious attacks or access by providing a Software correction. However, Micro Focus may provide the correction as part of a larger Software Update instead of separately, based on the defect’s prioritization or criticality. Micro Focus may not be able to produce a correction for all defects.
- 4. Replacement License Keys.** For Software that requires a license key for installation, Micro Focus will make available a replacement key for installing or reinstalling authorized licenses provided the applicable version of the Software is then generally available for distribution by Micro Focus.
- 5. Support Delivery Languages.** Worldwide support centers provide you with Support in English and local language access in most major countries. Subject to language knowledge and resource availability, Support may be available in Chinese (Cantonese and Mandarin), French, German, Hindi, Italian, Japanese, Korean, Polish, Portuguese, Russian or Spanish. Support outside of standard local business hours and Support for Vertica, IDOL, Connected Media, Archiving and eDiscovery, Security ArcSight and Fortify products may be provided in English only.
- 6. Escalation Management.** Micro Focus has established formal escalation procedures to help facilitate the resolution of complex Software product issues. If you have reasonable grounds for concern as to whether Micro Focus is dedicating sufficient effort to resolving an issue after Micro Focus's response to a support request, you may first escalate your concern to Micro Focus's local, and then regional, and finally global support management.
- 7. Severity Levels and Response Time Objectives.** You will have the ability to select the Severity Level (as outlined in the table below) that most appropriately reflects your current status. Micro Focus reserves the right to reassign a Severity Level once problem diagnosis has commenced if it determines that such level has been inappropriately classified.

Severity Level	1: Critical Production system is down	2: High Major feature or function failure	3: Medium Minor feature or function failure	4: Low Minor problem
Severity Level Description	Production system is down. The product is inoperable, resulting in a total disruption of work. No workaround is available.	Major functionality failure. Operations are severely restricted, although work can continue in a limited fashion. A workaround is available.	Minor functionality failure. Product does not operate as designed, resulting in a minor loss of usage. A workaround may be available.	There is no loss of service. For example, this may be a request for documentation, general information, or a Software enhancement request.

Table continued on next page

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Severity Level	1: Critical Production system is down	2: High Major feature or function failure	3: Medium Minor feature or function failure	4: Low Minor problem
Response Time Objectives				
MF Business Support, Monday– Sunday, 24x7, 365 days/year ²	1 hour	3 hours	6 hours	1 business day
MF Business Support, Support for Vertica Only	1 hour	3 hours (9x5 only)	6 hours (9x5 only)	1 business day
Standard Care local business hours and local business days ^{3 4}	N/A	N/A	N/A	N/A
Total Care 24X7 (below), will not be available for purchase as of 1 March 2018, but for those customers who subscribe to Total Care 24X7 between 15 January 2018 and 28 February 2018, this Business Support Agreement will solely govern, including the Response Time Objectives set forth (below).				
Total Care 24x7 Monday– Sunday, 365 days per year ²	1 hour	3 hours	1 business day	N/A
Response Time Objectives are typical initial response times to support requests. MF may not actually provide such response within the Response Time Objectives.				

- 1 Except for SoftwareGrp, any 24x7x365 support will only be provided for Severity 1 issues opened by telephone.
- 2 Certain Micro Focus products are excluded from 24x7 support. See: [Addendum to Business Support Agreement – Products excluded from 24x7x365](#)
- 3 See the [Addendum to Micro Focus Standard Care](#), for software products that receive 24x7 Support, Standard Care
- 4 Standard Care is available for all products except those in SoftwareGrp.

8. Software Updates. Micro Focus will make available Software Updates generally released for the Software during the time-period for which you have purchased Support. Software Updates consist solely of the following with respect to Software product releases and corresponding reference manuals and user documentation:

- a) **“Major Version”** means a Software product release with significant new or improved functionality within the same Software product bearing the same name, or with a change in delivery model. For a Software product, a Major Version is designated by a change in the number to the left of the decimal point (e.g., from version 5.4 to 6) or a year number (e.g., from 2015 to 2016), and is released for wide distribution. A license to a Major Version of Micro Focus Acu or Extend software products is not included as a Support benefit, and so must be purchased separately.
- b) **“Minor Version”** means a Software product release with corrections or minor enhancements to the product capability of the Major Version that do not change the core functionalities or material features of the Software product. A Minor Version is designated by a change in the number to the right of the decimal point (e.g., from 5.3 to 5.4) or a release (R) or month number (e.g., GroupWise 2015 R2), and is released for wide distribution.

For purposes of this provision, a **“Suite”** is a single part number that entitles the customer to multiple individual Software products that together form a complete solution. A Suite product release will take place when there is significant new or improved functionality within any of the individual software products bundled in the Suite. Suite versions are either designated by a change in the number to the left of the decimal point (e.g., from version 5.4 to 6) or a year number (e.g., from 2015 to 2016), or a year and month (e.g., 2016.11), and are released for wide distribution.

- c) A **“Service Pack”** means a Software product release for wide distribution which includes multiple corrections, and is designated by a change to the digit to the right of the second decimal (e.g., 5.3.1 to 5.3.2), or a SP# to the right of the second decimal (e.g., 5.3 SP1).
- d) A **“Patch”** is a Software product release that includes incremental corrections and may include

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security vulnerability fixes. A Patch is released for wide distribution and is designated as X.X.X IP # or X.X.X P #.

- e) A “**Hotfix**” means a Software product release created to resolve specific customer problems that is available from technical support. A Hotfix may be designated as X.X.X.#.

9. Optional Advanced Support Services. The following additional options may be available for separate purchase by Customer:

- a) Micro Focus Premium Support and Micro Focus FlexCare Support offer enhanced reactive and proactive support services. Features include designated engineers and account managers who become familiar with your environment.
- b) Micro Focus FlexCare Credits are a support currency that can be purchased at any time throughout the life of your Business Support agreement, and provide a flexible way to source additional reactive and proactive support services from a menu of standalone pre-packaged support services.

For more information on Micro Focus advanced support offerings, visit:

- i. For Micro Focus FlexCare: <https://software.microfocus.com/en-us/services/customer-technical-support-services-flexcare>
- ii. For all other Software: www.microfocus.com/support-and-services/premium-support/

Additional Terms to the Support Agreement

In addition to the Features Summary, the following Additional Terms to the Support Agreement (“Additional Terms”) apply to the Support provided to you. In the event of a conflict between these Additional Terms and the Features Summary, these Additional Terms take precedence.

1. Software Updates

- a. Delivery of Software Updates. When Micro Focus releases Software Updates, they will be made available electronically. You may be able to select from a variety of media types.
- b. Installation and Use of Software Updates. Customer is responsible for any installation of Software Updates. Customer will be entitled to install and use a Software Update up to the number of licenses for which Customer has purchased Support for the Software:
- 1) Subject to the terms of the end user license agreement (including any Additional License Authorizations) provided with or otherwise applicable to the Software Update; or
 - 2) If no end user license agreement (or Additional License Authorization) is included with or otherwise applicable to the Software Update, then subject to the terms of the end user license agreement and Additional License Authorizations applicable to the Software version being updated.
- Notwithstanding any terms to the contrary in this Support Agreement, any open source software embedded in or provided with a Software Update is licensed pursuant to the applicable open source license. Software Updates pertaining to the Autonomy IDOL Software product require a prerequisite software migration to the IDOL 10 platform. All Software Updates for Autonomy IDOL will pertain solely to the Autonomy IDOL 10 version.
- c. Platform. If the Software is licensed for one specific platform (hardware/operating system combination), a Software Update for such Software is always specific to, and may only be used on, the same licensed platform. A license to use Software on a different platform, or the right to purchase such license at a discount, is not included as a Support benefit.

- 2. New Products.** A “**New Product**” means a Software product release with significant changes in core architecture/ features/ functionality which result in its release as a new product. It can fully **replace an existing Software** product and/or diverge into a material new offering from an existing Software product line/family. A New Product is not included as a Support benefit.
- 3. Term Licenses.** A “**Term License**” means a Software license limited to a fixed period-of-time. With respect to Term Licenses for SoftwareGrp, Micro Focus provides Support through online self-service Support only. All incidents are logged online. With respect to Term Licenses for all other Software, in addition to online Support, Severity 1 issues may also be opened by telephone.
- 4. Service Providers.** Micro Focus reserves the right to use third party service providers to assist in the delivery of Support subject to the terms and conditions of this Support Agreement.
- 5. Hardware Support.** If you have a Micro Focus Hardware Maintenance on-site agreement for hardware

that was purchased with the Software, Micro Focus will log a service request to the hardware support organization on your behalf.

6. Concurrent Support.

- a) **Software Updates.** Micro Focus offers Customers the ability to use both a Software Update and the current Software product version for a limited timeframe from receipt of the Software Update at no additional charge ("Update Concurrent Use Period"). For Software Updates from SoftwareGrp, the Update Concurrent Use Period is six (6) months. For all other Software Updates, the Update Concurrent Use Period is ninety (90) days.

Notwithstanding the foregoing, there shall be no Update Concurrent Use Period for the Software listed at www.microfocus.com/support-and-services/mla-product-exclusions and Customer may not have any such Software product and the Software Update concurrently installed.

The Update Concurrent Use Period may not extend beyond the end of Support for the current Software version. Your authorized use of a Software Update is limited to managing the same environment as is currently being managed by the current Software version. At the end of the applicable Update Concurrent Use Period, your license to the prior version of the Software is terminated.

- b) **Migrations.** For SoftwareGrp, Support may include authorized Software migrations. "Migrated Software" means the software resulting from a Micro Focus authorized migration of a current SoftwareGrp product to a different Software product. With respect to a Micro Focus authorized Software migration, Micro Focus authorizes you to use both the current Software version and the Migrated Software simultaneously ("Migrated Software Concurrent Use Period") at no additional charge for the period-of-time specified per the categories below. You will be notified of the migrated software concurrent use period when you are notified of a Micro Focus authorized migration, or please contact your Micro Focus representative or Micro Focus Business Partner with questions:

- i. *Standard:* 3 months Migrated Software Concurrent Use Period.
- ii. *Advanced:* 12 months Migrated Software Concurrent Use Period.
- iii. *Complex:* 18 months Migrated Software Concurrent Use Period.
- iv. *Exceptional:* 24 months Migrated Software product version, and for which a successor Software product or product version is commercially available.

The Migrated Software Concurrent Use Period may not extend beyond the end of Support for the current Software version. Your authorized use of Migrated Software is limited to managing the same environment as is currently being managed by the current Software version. At the end of the applicable Migrated Software Concurrent Use Period, your license to the prior version of the Software is terminated.

- 7. Purchasing and Renewal.** For so long as Micro Focus continues to offer Support for a Software product, the DOD may be, subject to Micro Focus's acceptance, renew Support by delivering an executed purchase order for the applicable Support fees on or before each Renewal Date (defined herein).

Unless there is a signed agreement between the DOD and Micro Focus or a Micro Focus approved DOD certification to the contrary, the DOD must renew support for all licenses of the Software that it has copied, used, installed, or otherwise exploited to receive support. Support fees are dictated by, determined by and subject to the Blanket Purchase Agreement (BPA). Micro Focus agrees to limit any increases of Support fees to the Renewal Fee Schedule below:

Support Renewal Uplift
Year 1 through 10
3%

If the DOD allows Support to lapse or payment of the Support fee for a Renewal Period (defined herein) is not received by the due date, Micro Focus may with notice pursuant to Contract Disputes Acts (CDA) suspend provision of Support. The DOD may then reinstate Support in accordance with the Return to Support clause below.

- 8. Return to Support.** If the Software has been on Support and DOD elects not to renew Support or allows Support to lapse beyond the grace period of up to sixty (60) days no return to support penalty will be assessed. If the support lapses or is not renewed after sixty (60) day grace period, then the following

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back-support and reinstatement fees will be applied in addition to twelve (12) months of go-forward Support based on the greater of Customer's last annual Support fee or the then-current Support list price for the Software if Customer decides to return to Support back to the original support renewal start date:

- a) Less than one (1) year of Support lapse - Full back-pay Support fee from the date of lapse and may charge a reinstatement fee of up to 10% of the go-forward annual Support fee.
- b) One (1) year or greater of Support lapse - Full back-pay Support fee from the date of lapse and a may reinstatement fee up to 10% of such back-pay Support fee.

9. Product Support Lifecycle. When a Major Version of a Software product is released, it will enter Committed Support, which allows access to online self-service Support, Software Updates, technical Support, defect Support, and the ability to submit enhancement requests. Committed Support is either Time Based or Version Based.

- a) Time Based: Committed Support will be provided for a designated period-of-time. For Time Based products, when a Software product exits the Committed Support period, it enters the Extended Support period. During this period, Customer may access previously released Software Updates, technical Support and Self-Help resources, but may no longer submit defect Support or enhancement requests. For selected Software products, "Extended Support Plus" may be purchased at an additional fee for continued access to Severity Level 1 defect support and critical security Software Updates. See more information here: www.microfocus.com/support-and-services/extended-plus/
- b) Version Based: Committed Support is provided for the current and previous Minor versions of the current Major Version and the last Minor Version of the previous Major Version. For Version Based products, when a Software product exits the Committed Support period, it enters the Self-Help Support. During the Self-Help Support period, Customer may access online self-service resources and previously released Software Updates, but may no longer contact technical Support or submit product defect or enhancement requests. For SoftwareGrp, when products exit the Committed Support period they enter Self-Help Support.

See the full Support Lifecycle policy link(s) below for all pertinent Support Lifecycle elements, and to understand which method is applicable for your Software. Defined terms in this Section not otherwise defined have the meanings ascribed to them in the aforementioned Support Lifecycle policy.

- i. For SoftwareGrp: Review the details of the Support Lifecycle policy and Software product specific end dates here: <https://softwaresupport.softwaregrp.com/web/softwaresupport/obsolescence-migrations>
- ii. For all other Software: Review the details of the Support Lifecycle policy here: www.microfocus.com/support-and-services/product-support-lifecycle-policy/
- iii. View the Software product specific end dates here: www.microfocus.com/support-and-services/lifecycle/

10. License Type Upgrades and Quantity Upgrades. License Type Upgrades and Quantity Upgrades are not part of Support. For purposes of this Support Agreement:

- a) "*License Type Upgrade*" means upgrading from one type of license to another. An example would be moving from a site license to an area license.
- b) "*License Quantity Upgrade*" means upgrading to a higher count of license. An example would be upgrading from 1000 nodes to 2500 nodes.

11. Eligibility. The DOD may purchase available Support only if Customer, if requested by Micro Focus, can provide evidence that it has rightfully acquired an appropriate Micro Focus license for the Software. Micro Focus will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by Micro Focus or for Software for which Customer cannot provide sufficient proof of a validly obtained license.

12. Local Availability. Support resources may not reside in Customer's local area. If Micro Focus agrees to provide on-site Support, it will be subject to travel charges, longer response times, reduced coverage hours, and a separate statement of work under Micro Focus's then current professional services terms.

13. Relocation. Relocation of any Software is subject to the applicable license terms for the Software and is the responsibility of Customer. Relocation of Support by Micro Focus is subject to local availability, and may result in changes to your Support fees. Reasonable advance written notice to Micro Focus of no less than

thirty (30) days shall be required to begin Support after relocation. Customer may be required to execute amended or new documents as a result of relocation.

14. RESERVED.

15. RESERVED. Exclusions. Micro Focus is not obligated to provide Support under circumstances resulting from:

- a) Improper site preparation, or site or environmental conditions that do not conform to Micro Focus site specifications;
- b) Customer's non-compliance with Micro Focus's specifications, statements of work or this Support Agreement;
- c) Customer's improper or inadequate upkeep of the Software environment;
- d) Use in conjunction with Customer's or third-party's media, software, interfacing, supplies, or other products;
- e) Modifications not performed or authorized by Micro Focus;
- f) Any virus, infection worm, or similar malicious code not introduced by Micro Focus; or
- g) Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer or other causes beyond the reasonable control of Micro Focus.

16. Use of Micro Focus Service Tools for Support. Micro Focus may require Customer's use of certain Micro Focus hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools") as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of support. Proprietary Service Tools are and remain the sole and exclusive property of Micro Focus, or its licensors, are provided "as is", and if activated by the DOD may include remote fault management software or network support tools. Proprietary Service Tools may reside on the Customer's systems or sites. Any open source software embedded in or provided with the Proprietary Service Tools is licensed pursuant to the applicable open source license.

Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by Micro Focus. If DOD assigns or transfers software to "XXX", otherwise Customer may not sell, transfer, assign, pledge or in any way encumber or convey the Proprietary Service Tools. Upon termination of this Support Agreement, Customer will return the Proprietary Service Tools to Micro Focus or allow Micro Focus to remove these Proprietary Service Tools.

The Software may contain functionality ("Usage Hub") that allows Micro Focus to remotely track data related to your use of the Software. The Usage Hub will only be enabled if the DOD configures the Software product to send data to Micro Focus through the user interface. If the Usage Hub is enabled, Micro Focus will use the data transmitted for the following purposes: (i) to help the Micro Focus Support team handle support incidents more efficiently; (ii) to provide guidance to you regarding how to optimize your use of the Software product; and (iii) to make available reports with entitlement and consumption information. The data collected via the Usage Hub will not contain any Personal Data (as defined herein).

In order for Micro Focus to provide Support, Customer agrees to perform the following as needed:

- a) Allow Micro Focus to keep the Proprietary Service Tools resident on Customer's systems or sites during the troubleshooting process and assist Micro Focus in running them;
- b) Install updates and patches to Proprietary Service Tools;
- c) Use the electronic data transfer capability to inform Micro Focus of events identified by the Software;
- d) Utilize Micro Focus-specified remote connection hardware for systems with remote diagnosis service;
- e) Provide remote connectivity through an approved communications line;
- f) Data Backup. To reconstruct lost or altered Customer files, data or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Software;
- g) Temporary Workarounds - Customer will implement temporary procedures or workarounds provided by Micro Focus while Micro Focus works on permanent solutions;
- h) Notify Micro Focus if Customer uses Software in an environment that poses a potential health or safety hazard to Micro Focus employees or subcontractors. Micro Focus may require Customer to

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maintain the Software under Micro Focus supervision and may postpone service until Customer remedies such hazards;

- i) DOD will create and maintain a list of all Software under Support and coverage levels excluding secure information which may include the location of the Software and other secure data.. Customer shall keep the list updated during the applicable Support period; and
- j) Include appropriate Micro Focus trademark and copyright notices, for any Micro Focus documentation that has been copied.

17. RESERVED.

18. RESERVED.

19. Warranties.

- a. Software Warranty: The warranty terms applicable to the Software supported under this Support Agreement are as provided in the applicable end user license agreement.

DISCLAIMER: EXCEPT AS EXPRESSLY DESCRIBED IN AN APPLICABLE END USER LICENSE AGREEMENT, MICRO FOCUS DISCLAIMS AND EXCLUDES ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO SOFTWARE PRODUCTS, SUPPORT, SERVICES AND DELIVERABLES PROVIDED UNDER THIS SUPPORT AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, GOOD TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MICRO FOCUS DOES NOT WARRANT THAT THE SUPPORT, SERVICES OR ANY DELIVERABLES WILL BE WITHOUT DEFECT OR ERROR.

22. **Confidentiality.** The party receiving Confidential Information may only use it for the purposes of this Support Agreement and will exercise reasonable care to protect any Confidential Information from unauthorized disclosure or use. The receiving party may disclose Confidential Information only to its employees or agents that are obligated to comply with these confidentiality obligations. "Confidential Information" means any information that (i) is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential," or (iii) ought reasonably to be regarded as confidential having regard to its nature and purpose.

Confidential Information will not include information (a) already in the receiving party's possession without obligation of confidence; or (b) independently developed by the receiving party; or (c) that becomes available to the general public without breach of this clause; or (d) rightfully received by the receiving party from a third party without obligation of confidence; or (e) released for disclosure with the disclosing party's written consent. Confidential Information may be disclosed by a party if required to be disclosed by law, regulation, or court order provided that, to the extent permitted by law and reasonably feasible under the circumstances, the receiving party provides to the disclosing party prior written notice of the intended disclosure and an opportunity to respond or object to the disclosure, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

23. RESERVED.

24. **Personal Data.** This provision only applies to the extent Customer provides Personal Data to Micro Focus under this Support Agreement.

- a) The following definitions apply to these terms used in this clause:

- i. *Data Controller*: The natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by national or local laws or regulations, the controller or the specific criteria for his nomination may be designated by national or local law.
- ii. *Data Processor*: The natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.
- iii. *Data Subject*: An identified or identifiable natural person who is the subject of Personal Data, and as otherwise may be defined by national or local data protection law; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or

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to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

- iv. *Personal Data*: Any information relating to a Data Subject.
- v. *Processing and Process*: Any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- b) Customer shall at all times remain the Data Controller of Personal Data that is processed under this Support Agreement, and Micro Focus shall be Customer's Data Processor. Micro Focus shall Process the Personal Data solely in accordance with the terms of this Support Agreement and as otherwise instructed by the Data Controller.
- c) Customer authorizes Micro Focus to obtain, hold and Process the Personal Data as set forth in and required for the performance of this Support Agreement. Micro Focus agrees that: (i) it shall ensure adequate security measures are put in place to protect the integrity of the Personal Data to the extent as required by the applicable national and/or local data protection laws; and (ii) it shall assist Customer with Data Subject access requests under the applicable national and/or local data protection laws.
- d) Customer acknowledges that the provision of Personal Data to Micro Focus is not required in order for Micro Focus to provide Support. Customer warrants that: (i) no Personal Data shall be provided to Micro Focus in connection with this Support Agreement without Micro Focus's express written consent to such disclosure in each instance; (ii) it has obtained the necessary consent of each of the Data Subjects to collect their respective Personal Data and to transfer, and permit Micro Focus to process, such Personal Data in accordance with this Support Agreement and that such consent has not been withdrawn; (iii) it shall immediately inform Micro Focus if it becomes aware that a Data Subject has withdrawn its consent, or such consent has not been validly provided, as obtained in accordance with clause 24.d.(i); (iv) where requested, it shall provide Micro Focus with records showing the above consent; (v) it shall provide Micro Focus with full co-operation in relation to Micro Focus's compliance with Micro Focus's data protection obligations; and (vi) it has complied with all its obligations under any applicable national and/or local data protection laws and any other applicable data protection requirements. Customer agrees to indemnify and defend at its own expense Micro Focus against all costs, claims, fines, damages or expenses incurred by Micro Focus or for which Micro Focus may become liable due to any failure by Customer or its employees or agents to comply with any of its obligations under this clause

25. RESERVED.

Exhibit C
Micro Focus Non-Production Licensing Guide

This non-production licensing guide ("Non-Production Licensing Guide") for Applications Delivery Management, Enterprise Security, Information Management and Governance, IT Operations Management, and Platform software products (the "Micro Focus Software Products") documents the process by which Customer may request a license from Seattle SpinCo, Inc. and its subsidiaries, including Micro Focus LLC, ("Micro Focus") to any such Micro Focus Software Product for use in Non- Production environments ("Non-Production Licenses") and the use authorized under such Non-Production Licenses.

Definitions

Any capitalized terms used but not defined in this Non-Production Licensing Guide will have the meanings set forth in the applicable agreement (i.e., Customer Portfolio Terms or other Master Agreement, EULA, or Quotation) (the "Applicable Agreement") that grants Customer a license to the Micro Focus Software Products.

"Cold Standby System" means a backup system on which Non-Production Licensed Software is installed but where the Non- Production Licensed Software is a) NOT up and running and b) is configured to be operational only in the event that the primary production system breaks down or needs to be taken out of service.

"Hot Standby System" means a backup, redundant system on which Non-Production Licensed Software is installed and that is a) up, running and receiving real-time data backups and b) ready to take over from the primary production system if the production system breaks down or needs to be taken out of service.

"IDOL Raw Data Size" means the uncompressed size of all data, including text and metadata that is stored in a node table excluding any deleted data that have not been purged.

"Non-Production Development System" means a system on which Non-Production Licensed Software is installed and that is used for developing software product add-on applications for the Non-Production Licensed Software.

"Non-Production Licensed Software" means the Micro Focus Software Product listed in the Applicable Agreement for which Non-Production Licenses are offered in this Non-Production Licensing Guide.

"Non-Production Use" means internal use only by Customer and its employees for the benefit of Customer and not any third party or any affiliate of Customer on a Non-Production Development System, Test System, Hot Standby System, or Cold Standby System.

"Raw Data Size" means the uncompressed data stored in a Vertica database as if such uncompressed data had been exported from the database in text format. All logical database tables (tables) and all derived and aggregate tables are included in the Raw Data Size measurement. All data stored in external tables in the ORC or Parquet format is included in the Raw Data Size. Data stored in Flex Tables will be counted as one tenth the capacity stored in a regular table (e.g. 1TB loaded into Flex Tables will count as 100GBs towards the license capacity). The following are excluded from the Raw Data Size measurement:

- Multiple projections (underlying physical copies) of data from a logical database entity (table); i.e. data appearing in multiple projections of the same table is only counted once;
- Data stored in temporary tables;
- Data stored in flattened tables used for de-normalization purposes;
- Deleted data that remains in the database;
- Data stored in the Write Optimized Store (WOS);
- Data stored in system tables such as monitoring tables, data collector tables, query repository tables, Database Designer work tables, etc.
- Views; and
- Copies or adaptations for back-up or archival purposes or when copying or adaptation is an essential step in the authorized use of the Vertica software.

"Test System" means a system on which Non-Production Licensed Software is installed and that is used for migration testing in preparation for transitioning from one version to another of the Non-Production Licensed Software (which may also include testing the migration of data) or b) pre-production staging of the Non-Production Licensed Software.

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Non-Production Software Categories and Use Restrictions

A Micro Focus Software Product is placed in one of four classes, and the specific class that a Micro Focus Software Product is placed in is identified in the Additional License Authorizations found in the online document: https://softwaresupport.softwaregrp.com/web/softwaresupport/document/-/facetsearch/attachment/KM720008?fileName=Additional_License_Authorizations.pdf

This Non-Production Licensing Guide describes the Non-Production Licenses available for each class.

Class 1

For Class 1 products, upon request as described in this Non-Production Licensing Guide, Micro Focus offers Non- Production Licenses for Micro Focus Software Products that Customer has licensed on a perpetual basis, provided, however, Customer may only receive up to six (6) Non-Production Licenses at no charge for each Micro Focus Software Product obtained by Customer in the Applicable Agreement, regardless of the number of licenses purchased by Customer. The six (6) Non-Production Licenses may include up to:

- one (1) Non-Production Licenses for use on a single Hot Standby System;
- one (1) Non-Production Licenses for use on a single Cold Standby System;
- one (1) Non-Production Licenses for use on a single Non-Production Development System; and/or
- Non-Production Licenses for use on up to three (3) Test Systems.

Class 2

For Class 2 products, upon request as described in this Non-Production Licensing Guide, Micro Focus offers Non- Production Licenses for Micro Focus Software Products that Customer has licensed on a perpetual basis at Micro Focus' then-current list prices. Micro Focus assigns separate product numbers for Non-Production Licenses for these Class 2 products and any additional use restrictions will be located in the Additional License Authorizations for the corresponding Class 2 products.

Class 3

For Class 3 Products, and Persistent Systems Limited Radia Client Automation Enterprise and Persistent Systems Limited Radia Client Automation Standard in Micro Focus's Client Automation Center, Micro Focus does not offer Non-Production Licenses.

Class 4

For Class 4 products, upon request as described in this Non-Production Licensing Guide, Micro Focus offers Non- Production Licenses for Micro Focus Software Products that Customer has licensed on a perpetual basis at no charge subject to the following restrictions:

- Non-Production Licensed Software may be used on either a single Hot Standby System or Cold Standby System, or both concurrently, in addition to the primary system, provided, however:
- Customer is solely responsible for keeping the data between the systems synchronized;
- Customer may replicate its environment in both the Hot Standby System and the Cold Standby System, including the object code of the software, identical schema, projections, and data; and
- For Vertica only, Customer can use Non-Production Licensed Software for one (1) Hot Standby System for only read and write operations of data replicated from the primary production system. Data in the Hot Standby System must be a replica of the primary database;
- Non-Production Licensed Software may be used in unlimited amounts in a Non-Production Development System or Test System; and
- For Vertica and IDOL, any Non-Production License will not count against the IDOL Raw Data Size or Raw Data Size calculation, but, notwithstanding anything else in this Non-Production Licensing Guide, the Non-Production License for Vertica or IDOL shall not exceed the IDOL Raw Data Size or Raw Data Size of the original license.

Process for Requesting Non-Production Licenses

Class 1 and Class 4

Customer can only request Non-Production Licenses for Micro Focus Software Products licensed to Customer that are on active support contracts where all fees due have been paid and Customer is not in breach of the Applicable Agreement or support contract. Log into the Software Entitlement Portal at: hpe.com/software/entitlements and select the Entitlements tab. The Non-Production Licenses are available

on the Non-Production tab. Select the Environment Type and, subject to the restrictions in this Non-Production Licensing Guide, activate any allowable Non-Production Licenses. Please be prepared to provide the original Micro Focus order number or Applicable Agreement used for production licenses and products/quantities for the Non-Production Licenses request. If you obtained licenses from Micro Focus acquired companies (and do not have Micro Focus order numbers), you should submit a support case for a Non-Production Licenses request through hpe.com/software/support.

Class 2

Customer can order Non-Production Licenses for Class 2 Micro Focus Software Products in the same manner that it orders a production license for such products.

Support for Non-Production Licensed Software

A pre-requisite to obtaining support for Class 1 and Class 4 product Non-Production licenses is a valid support contract covering the Production license copies of products. Support for Class 1 and Class 4 Non-Production licenses is provided at no additional charge only if the corresponding production products are included in a current support contract with Micro Focus. Support for Class 2 product Non-Production licenses requires a paid support contract for these licenses.

Frequently Asked Questions

Q: *Is support free for Class 1 and Class 4 Non-Production licenses?*

A: No, in order to receive support, Customer must first purchase support on the production license configuration of the same Micro Focus Software Product.

Q: *Is support free for Class 2 Non-Production Licenses?*

A: No, Customer must acquire support separately for the Non-Production Licenses for Class 2 Micro Focus Software Products.

Q: *Can a customer request a Non-Production License without purchasing a production license?*

A: No, Non-Production Licenses are only provided when Customer has purchased production licenses of the same Micro Focus Software Product.

Q: *Can a customer use a Non-Production License to test, develop, or otherwise support or manage third party software?*

A: No, Non-Production Licenses can only be used to test, develop, support or manage the licensed Micro Focus Software Product, and cannot be used to support other Micro Focus Software Products or third party software products.