End User License Agreement

If you have another valid, signed agreement with Licensor or a Licensor authorized reseller which applies to the specific products or services you are downloading, accessing, or otherwise receiving, that other agreement controls; otherwise, by using, downloading, installing, copying, or accessing Software, Maintenance, or Consulting Services, or by clicking on "I accept" on or adjacent to the screen where these Master Terms may be displayed, you hereby agree to be bound by and accept these Master Terms. These Master Terms also apply to any Maintenance or Consulting Services you later acquire from Licensor relating to the Software.

You may place orders under these Master Terms by submitting separate Order Form(s). Capitalized terms used in the Agreement and not otherwise defined herein are defined at https://terms.tibco.com/posts/845635-definitions.

1. Applicability. These Master Terms represent one component of the Agreement for Licensor's products, services, and partner programs and apply to the commercial arrangements between Licensor and Customer (or Partner) listed below. Additional terms referenced below shall apply.
    a. Products:
        i. Subscription, Perpetual, or Term license Software
        ii. Cloud Service (Subject to the Cloud Service Terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#cloud-services)
        iii. Equipment (Subject to the Equipment Terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#equipment-terms)
    b. Services:
        i. Maintenance (Subject to the Maintenance terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#october-maintenance)
        ii. Consulting Services (Subject to the Consulting terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#supplemental-terms)
        iii. Education and Training (Subject to the Training Restrictions and Limitations found at https://www.tibco.com/services/education/training-restrictions-limitations)
    c. Partners:
        i. Partners (Subject to the Partner Terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#partner-terms)
        ii. Distribution, Reseller, and VAR Partner (Subject to the Reseller terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#reseller-var)
        iii. ISV Program Partner (Subject to the ISV Program Partner terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#developer-technology)
    d. OEM (Subject to the OEM Terms found at https://terms.tibco.com/?types%5B%5D=post&feed=recent#oem-terms)
2. License and Delivery.
    a. Subject to Customer's compliance with the terms of this Agreement, including payment of

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fees, for any Software delivered to Customer, Licensor grants Customer a limited, non-transferable, non-sublicensable, non-exclusive license to install, run, and use the Number of Units of Software stated in an Order Form in accordance with the Documentation for the Term solely for Customer's internal business purposes. Maintenance, if purchased or provided, is delivered pursuant to the Order Form.

b. Software does not include multiple Platforms if the Software product is licensed on a Platform specific basis as designated in the Software product name or listed in an Order Form or purchase order.
c. Unless otherwise permitted under this Agreement and the Documentation, Customer shall not:
    i. make more copies of the Software than the specified Number of Units stated in an Order Form (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Software;
    ii. use any Software that is not listed in an Order Form even if such unlicensed software is made available to Customer as part of Licensor's general delivery mechanisms;
    iii. provide access to the Software to anyone other than Authorized Users;
    iv. sublicense, distribute or pledge the Software or any of the rights herein;
    v. lease, rent or commercially share (including time-share) or use the Software for purposes of providing processing services, including, providing third-party hosting, application integration, application service provider-type services, or service bureau;
    vi. use or access any embedded or bundled component of Software on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Software;
    vii. use Third Party Software except in conjunction with the Licensor Software and subject to the same use rights that it has to the Licensor Software.
    viii. use any third party software, including any open source software, in conjunction with any Software, unless Customer ensures that such use does not cause the Software to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Software or the licensing of any Software for Materials or the purpose of making derivative works; and
    ix. modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to discover the Software source code or underlying ideas, techniques or algorithms, provided, however, that Customer may engage in such conduct as is necessary to ensure the interoperability of the Software as required by law. Prior to commencing any de-compilation or reverse engineering, Customer will observe strict obligations of confidentiality and provide Licensor with reasonable advance written notice and the opportunity to assist with or conduct such activity on Customer's behalf and at Customer‘s expense.

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d. Licensor shall deliver the Software electronically and delivery is deemed complete when such Software is made available to Customer.
e. ISV Customer and SaaS Customer specific terms are stated at: https://terms.tibco.com/posts/1143002.
f. Additional product specific terms are stated at https://terms.tibco.com/posts/860094-additional-licensor-product-specific-terms.
g. Should the Order Form include the Foresight Software the terms stated at https://terms.tibco.com/posts/1452906-supplemental-terms-tibco-foresight apply.

3. Financial Terms.
   a. Customer shall pay Licensor any fees or payments net 30 days from Licensor's invoice. Licensor may charge Customer an additional 1.5% per month (or such lower amount as required by applicable law) for all fees that are not paid on time.
   b. Licensor may increase annual recurring fees at any time upon 60 days prior written notice.
   c. Fees stated in an Order Form are exclusive of all applicable sales, use, value-added, goods and services, consumption, withholding, excise and any other similar taxes or government charges ("Taxes"). Customer shall (i) pay Licensor such applicable Taxes (excluding Licensor's income taxes) listed on the relevant invoice or (ii) withhold all applicable taxes according to the local rules, both of which may be in addition to the total fees due and listed on an Order Form.
   d. Except as expressly stated in the "Term and Termination" or "Warranties" section, all fees paid by Customer are non-refundable and no right of set off exists.
   e. Licensor does not permit aggregation of products, services, purchase or license models or cumulative fees paid across separate Product Lines to trigger preferred pricing or discounts.
4. Ownership. Licensor and its licensors own all Software, Materials, and Documentation and all derivatives thereof (collectively "Protected Materials"), which are protected by applicable U.S. and international patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as stated in the Agreement, Customer receives no other rights to use any of Licensor's Marks.
5. Confidentiality.
   a. Neither party shall disclose Confidential Information to any third party without the disclosing party's prior consent. Confidential Information may only be disclosed to individuals that need to know such information, and on the condition that the individual is subject to a written agreement to protect information with terms as protective as this Agreement. For the purposes of this section, the definition of Licensor and Customer includes Affiliates of either party. Licensor may use data collected during the Term in an aggregated, anonymized form, provided that such data is aggregated from more than one customer and does not identify Customer, Customer employees, or Customers' customers.
      i. The duty to protect Confidential Information does not apply to information that is

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shown to be:

ii. available to the public other than by a breach of a confidentiality obligation;
iii. rightfully received from a third party not in breach of a confidentiality obligation;
iv. independently developed by one party without use of the Confidential Information of the other;
v. known to the recipient at the time of disclosure (other than under a separate confidentiality obligation);
vi. produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

b. Except as expressly stated in the "Term and Termination" or "Warranties" section, all fees paid by Customer are non-refundable and no right of set off exists.
c. Each party shall indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.
d. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

6. Data Protection and Back-up.
   a. If Customer exposes Licensor to an individual's Protected Data, Licensor will process and store such information pursuant to Licensor's Security Policies, Practices and Processes found at https://terms.tibco.com/posts/2301934-tibco-security-guidelines. If the European Union's General Data Protection Regulation (EU/2016/679) (GDPR) applies to Protected Data that Licensor processes on behalf of Customer as a data processor, then the Licensor's Data Processing terms at https://terms.tibco.com/posts/3309971-tibco-data-processing-agreement apply to such Protected Data.
   b. Except when Licensor stores Customer data in connection with the delivery of a Cloud Service, Customer is responsible for backing-up its data and under no circumstances is Licensor responsible for the protection, loss, destruction, or maintenance of Customer's data.
7. Indemnity.
   a. Licensor shall, at its own expense, defend or at its option, settle, any claim or action brought against Customer to the extent it is based on a claim that the Software, or Materials, all as updated by Licensor and used in accordance with the Agreement, infringes any patent, copyright, or any trade secret of a third party. Furthermore, Licensor will indemnify and hold Customer harmless from and against damages, costs, and fees

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reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment. Licensor's obligations to defend, settle, or indemnify Customer are subject to (i) Customer promptly notifying Licensor in writing of such claim; (ii) Licensor having the exclusive right to control such defense and/or settlement; and (iii) Customer providing reasonable assistance (at Licensor's expense) in the defense thereof. Customer shall not settle any claim, action or proceeding without Licensor's prior written approval.

b. LICENSOR SHALL NOT DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FOR ANY CLAIM IF: (A) CUSTOMER MADE MODIFICATIONS TO THE SOFTWARE OR MATERIALS OR PORTIONS THEREOF; (B) SUCH CLAIM WOULD HAVE BEEN AVOIDED BY USE OF THE THEN CURRENT RELEASE OF THE SOFTWARE MADE AVAILABLE TO CUSTOMER; (C) CUSTOMER CONTINUED ITS ALLEGEDLY INFRINGING ACTIVITY AFTER BEING PROVIDED WITH MODIFICATIONS THAT WOULD HAVE AVOIDED THE ALLEGED INFRINGEMENT; OR (D) SUCH CLAIM IS BASED ON CUSTOMER'S OUTPUT.

c. IF LICENSOR DEFENDS OR SETTLES AN INFRINGEMENT CLAIM ARISING UNDER SECTION 7.A ABOVE, LICENSOR'S LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (IN ADDITION TO THE "INDEMNITY") SHALL BE FOR LICENSOR AT ITS OWN EXPENSE, TO EITHER (A) REPAIR, REPLACE OR MODIFY THE AFFECTED SOFTWARE OR RE-PERFORM THE AFFECTED CONSULTING SERVICES OR (B) ALTERNATIVELY, PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE THE AFFECTED SOFTWARE OR MATERIALS. IF THE FOREGOING REMEDIES ARE NOT COMMERCIALLY FEASIBLE (IN THE REASONABLE OPINION OF LICENSOR), LICENSOR MAY (I) CANCEL THE APPLICABLE ORDER FORM AND, AS APPLICABLE, FOR THE AFFECTED SOFTWARE REFUND THE LICENSE FEES AND ANY UNEARNED MAINTENANCE FEES PAID TO LICENSOR BY CUSTOMER FOR THE AFFECTED SOFTWARE, OR (II) FOR CONSULTING SERVICES REFUND ALL AMOUNTS PAID TO LICENSOR BY CUSTOMER FOR THE AFFECTED CONSULTING SERVICES.

8. Warranties.
   a. Licensor warrants that for 90 days following the Delivery Date ("Warranty Period"), the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications described in the Documentation.
   b. Licensor is not responsible for any claimed breach of any warranty caused by:
      i. modifications made to the Licensor Software by anyone other than Licensor;
      ii. the combination, operation or use of the Licensor Software with any items that are not permitted in the Documentation;
      iii. Customer's failure to use any new or corrected versions of the Licensor Software made available by Licensor;
      iv. Licensor's adherence to Customer's specifications or instructions;
      v. Customer deviating from the Licensor Software operating procedures described in

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the Documentation; or

vi. Errors caused by customizations. Consulting services to correct defects or issues subject to one of the above warranty exclusions may be procured by Licensee under a Work Order pursuant to Licensor's standard time and material charges.

c. If the Licensor Software does not perform as warranted during the Warranty Period, Licensor shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Licensor in writing of its claim within the Software Warranty Period. Provided that such claim is determined by Licensor to be Licensor's responsibility, as Customer's exclusive remedy for any warranty claim, Licensor shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Licensor, then Licensor may terminate the affected Licensor Software license and issue Customer a refund of the license fees paid for the affected Licensor Software. The preceding warranty cure constitutes Licensor's entire liability and Customer's exclusive remedy for Licensor's breach of the warranty stated herein.

d. EXCEPT AS STATED ABOVE, LICENSOR, ITS LICENSORS, WEBHOST, DATACENTER AND SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING (i) ANY WARRANTY THAT ANY SOFTWARE, MATERIALS OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. LICENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

9. Limitation of Liability. Except for (I) infringement or misappropriation of the other party's intellectual property rights, including trade secrets; (II) damageS for bodily injury, death, damage to real or tangible personal property; (iii) intentional misconduct OR gross negligence; or (iv) any other liability that may not be limited under applicable law (the "Excluded Matters"), in no event will either party be liable for any loss or unavailability of or damage to data, lost revenue, lost profits, failure to realize expected savings, damage to reputation, business interruption, downtime costs or any indirect, incidental, consequential, special, punitive, exemplary or any similar type of damages arising out of or in any way related to the AGREEMENT, the use or the inability to use the Software, Maintenance or Consulting Services, even if advised of the possibility of such damages. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE and OTHER PRODUCTS or SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS.

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Except for the excluded matters, in no event shall either party's total liability to the other for all claims arising out of or as a result of the AGREEMENT exceed the greater of 1,000,000 USD or the fees paid by Customer to Licensor under the applicable Order Form.

10. Export. Software, Cloud Service, Documentation, Materials, and related technical data are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations and may be subject to export or import regulations of other countries. Customer shall not use, export, re-export, or provide access to the Software, Cloud Service, Documentation, or Materials in any form in violation of any applicable export or import laws of any jurisdiction.
11. Government Use. If the Software, Documentation, Materials and any other Licensor services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software or any related documentation of any kind, including technical data, manuals or Materials, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Materials, and any Licensor services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software and Materials by the Government is further restricted according to the Agreement and any amendment hereto.
12. Term and Termination.
    a. Except as otherwise stated below, this Agreement will remain in effect until terminated.
    b. The Term for any Software starts on the Effective Date stated in an Order Form and continues as indicated on the Order Form.
    c. Following the end of the initial Term for any Subscription, Term License, or Cloud Service, the Term will automatically renew continuously for the same length as the initial Term unless either party gives written notice at least 60 days prior to the end of the initial or any renewal Term of its intention to terminate.
    d. Either party may terminate:
        i. this Agreement and/or any applicable Order Forms upon 30 days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the 30 day notice period;
        ii. Maintenance, Term License, or Subscription, upon written notice delivered at least 60 days prior to the end of any applicable Maintenance period or Term; or
        iii. an Order Form for Consulting Services, upon 15 days prior written notice by Customer or 30 days prior written notice by Licensor.
    e. The Agreement automatically terminates if either party files for bankruptcy, goes into receivership, becomes insolvent, or makes an assignment for the benefit of creditors.
    f. Upon termination of this Agreement or an Order Form, Customer must cease using, de-install and permanently delete all of the applicable Software, whether modified or merged into other materials.
    g. Termination of this Agreement or any Order Form does not (i) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under

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this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

h. The parties' rights and obligations under this section and sections entitled "Financial Terms", "Ownership", "Confidentiality", "Warranties", "Indemnity", "Remedies", "Limitation of Liability", "General Provisions" and those surviving provisions of the Exhibits survive the termination of this Agreement and/or an Order Form.

13. General Provisions.
    a. All notices must be in writing and will be effective if (i) delivered by facsimile, electronic mail, by hand, reliable overnight delivery service, or first-class, pre-paid mail and (ii) sent to the address for the intended recipient stated in an Order Form. Notices should be sent to the other party's general counsel or legal department, unless another recipient is expressly identified.
    b. The non-prevailing party shall pay all reasonable costs, including attorney's fees, incurred by the prevailing party in any action brought to enforce the prevailing party's rights under this Agreement.
    c. This Agreement does not create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.
    d. During the term of any Order Form and for a period of one year following termination of an Order Form, neither party shall actively solicit for employment any employee, contractor, consultant, or other representative of the other party who performed services in connection with the applicable Order Form, without the prior written consent of the other party.
    e. Licensor may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement, provided, however, that Licensor shall remain responsible for performance of its duties under the terms of this Agreement.
    f. During the term of any Order Form and for a period of one year following termination of an Order Form, Licensor and its independent auditors, at Licensor's expense, may audit Customer‘s compliance with this Agreement upon 10 days' notice and at reasonable times and report any results to Licensor's licensors. Customer shall, at no cost to Licensor, (i) provide any assistance reasonably requested by Licensor or its designee in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, and information available to Licensor or its designee, and (iii) provide such assistance, personnel, records, systems access, and information to facilitate the timely completion of such audit. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. If the audit reveals any noncompliance, Customer shall reimburse Licensor for the reasonable costs and expenses of the audit (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of Licensor's termination rights and do not affect Licensor's right to payment for Software or Materials related to usage in excess of the Number of Units.

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g. Upon reasonable written notice of at least 3 months and not more than once per year, Customer may (1) audit Licensor's systems, processes, or facilities to determine compliance with this Agreement, (2) or request Licensor's assistance to provide or update information processed by Licensor on behalf of Customer, provided that (i) Customer pays a minimum fee of $50,000.00 for an engagement that may last up to 2 days (and $25,000 for each additional day thereafter), (ii) the audit takes place in an onsite or virtual audit environment performed on Licensor's hardware (i.e., a Licensor controlled computer) and the Customer's personnel (including auditors) are accompanied and/or supervised by TIBCO's representative at all times, (iii) soft or hard copies of data displayed during the audit will not be sent electronically or otherwise transported away from Licensor facility, and (iv) certain highly sensitive data such as Licensor customer information, Licensor employee personal data, and information regarding Licensor's vulnerability is held in strict confidence and must not be shared with any individual that does not need to know such information.

h. A waiver by a party of any breach of any provision of this Agreement will not be construed as a waiver of continuing or succeeding breach.

i. Performance under the Agreement will be postponed automatically if a party is prevented from performing by any act of or failure to act by the other party. No delay or default in performance of any obligation by either party (except payment obligations) will constitute a breach of the Agreement if caused by force majeure or any other cause which is beyond its reasonable control, including, fires, strikes, accidents, governmental action or regulatory changes, or acts of God.

j. Except for an assignment, in whole or part, by Licensor to an Affiliate, neither party may assign this Agreement, in whole or in part, and/or any of its rights and/or obligations without the prior written consent of the other party, which will not be unreasonably withheld. Any such attempted assignment is void. For the purposes of the foregoing, a change in control of Customer is deemed to cause or attempt to cause an assignment of the Agreement, in whole or part, and requires Licensor's prior written consent.

k. If Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Form Effective Date, those users, divisions, or entities that were added to or divested from Customer's organization as a result of the Extraordinary Corporate Event are not authorized to use the Software or Materials until those users, divisions, or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Licensor and Customer, or in the case of a divesture, the divested entity.

l. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Licensor under this Agreement apply equally to the owner of any Third Party Software, and such third party is an intended third party beneficiary of this Agreement.

m. If Customer is entering into the Agreement from a European Union member country,

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Norway, Switzerland, Japan, India or Australia, then the Agreement is governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland. Otherwise, the Agreement is governed by the laws of the State of California and subject to the exclusive jurisdiction of Federal Court for the Northern District Court of California, without giving effect to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

n. If any sentence, clause, or other provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining clauses and provisions are not affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision.

o. If any terms and conditions of the Master Terms conflict with the Documentation, then such license requirements or notices pertaining to Third Party Software included with the Software will control. Any conflict between the terms of the Agreement will be resolved in the following order for precedence: (i) Order Form; (ii) Exhibits, (iii) Master Terms.

p. The Agreement constitutes the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, agreements, or understandings between the parties relating to its subject matter. No modification to the Agreement will be binding unless in writing and signed by each party, except in the case of an Order Form where Licensor's acceptance shall be deemed to have occurred on Licensor's initial delivery of products or services under the Order Form. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

14. Alpha, Beta, Developer Evaluation, Free Trial and Evaluation License.

    a. In addition to all other applicable terms and conditions, Software provided or accessed for demonstration or evaluation purposes or for alpha or beta testing is subject to the following conditions:

        i. Software may only be used for demonstration, evaluation or alpha or beta testing purposes,

        ii. Customer must stop using the Software upon the earlier of (1) 30 days from the date Customer receives the right to install or access the Software, (2) Customer's receipt of notice of termination from Licensor, or (3) Customer no longer has access to the Software; and

        iii. the Software is provided "AS IS" without Maintenance or any warranties or indemnities.

    b. In addition to all other applicable terms and conditions, Software provided or accessed for Developer evaluation is subject to the following conditions:

        i. Software may only be used for such development evaluation purposes,

        ii. Software must not used or deployed in or on a Production or development environment,

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iii. Customer must stop using the Software upon the earlier of (1) 90 days from the date Customer receives the right to install or access the Software, (2) Customer`s receipt of notice of termination from Customer, or (3) Customer no longer has access to Cloud Service; and
iv. the Software is provided "AS IS" without Maintenance or any warranties or indemnities.

c. If Customer is using a free trial version of Software, Licensor may stop providing the Software to Customer or Customer's end users at Licensor's sole discretion without any prior notice, and the Software is provided "AS IS" without Maintenance or any warranties or indemnities.
d. Notwithstanding anything to the contrary in this Agreement, Software subject to an alpha, beta, developer, evaluation, free trial and evaluation license may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

Addenda:

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zlib 1.1.4

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Apache Geronimo Servlet 3.0 Spec 1.0

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1. Definitions.

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and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by
the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all
other entities that control, are controlled by, or are under common
control with that entity. For the purposes of this definition,
"control" means (i) the power, direct or indirect, to cause the
direction or management of such entity, whether by contract or

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otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

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SLF4J Simple Logging Facade For Java 1.7.7

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Jackson -High-performance JSON-processor 2.3.3

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jackson-core 2.4.2

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Jackson JSON processor

Jackson is a high-performance, Free/Open Source JSON processing library.
It was originally written by Tatu Saloranta (tatu.saloranta@iki.fi), and has
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It is currently developed by a community of developers, as well as supported
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java-classmate 1.1.0

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OpenSSL 0.9.7

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Joda - Time - joda-time 1.6.2

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ANTLR, ANother Tool for Language Recognition 2.7.4

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JavaMail 1.4

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contrib/analyzers/common/src/java/org/apache/lucene/analysis/fr/FrenchLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/fr/FrenchMinimalStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/hu/HungarianLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/it/ItalianLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/pt/PortugueseLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/ru/RussianLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/sv/SwedishLightStemmer.java

The Stempel analyzer (contrib/analyzers) includes BSD-licensed software
developed
by the Egothor project http://egothor.sf.net/, created by Leo Galambos, Martin
Kvapil,
and Edmond Nolan.

The Polish analyzer (contrib/analyzers) comes with a default
stopword list that is BSD-licensed created by the Carrot2 project. The file
resides
in
contrib/analyzers/stempel/src/resources/org/apache/lucene/analysis/pl/stopwords.txt.
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Includes lib/servlet-api-2.4.jar from Apache Tomcat
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 - Xerces (contrib/benchmark/lib/xercesImpl-2.9.1-patched-XERCESJ-1257.jar)

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XML4J 4.3

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webmaster
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Java Mirror API

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swt-xulrunner-win32-xxxx.so (where "xxxx" is the version number)
swt-xpcominit-win32-xxxx.so (where "xxxx" is the version number)

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about_files/IJG_README file which is included with the Content.

The IJG's website is located at http://ijg.org.

The class org.eclipse.swt.internal.image.JPEGFileFormat is based on following files from LIBJPEG:

- cderror.h
- cdjpeg.h
- jchuff.h
- jdcolor.c
- jdct.h
- jdhuff.h
- jerror.h
- jidctint.c
- jinclude.h
- jmemsys.h
- jmorecfg.h
- jpegint.h
- jpeglib.h
- jversion.h
- transupp.h

The class org.eclipse.swt.internal.image.JPEGDecoder is based on the following files from LIBJPEG:

- jcapimin.c
- jcapistd.c
- jccoefct.c
- jccolor.c
- jcdctmgr.c
- jchuff.c
- jcinit.c
- jcmainct.c
- jcmarker.c
- jcmaster.c
- jcomapi.c
- jcparam.c
- jcphuff.c
- jcprepct.c
- jcsample.c
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jdapimin.c
jdapistd.c
jdatadst.c
jdatasrc.c
jdcoefct.c
jdcolor.c
jddctmgr.c
jdhuff.c
jdinput.c
jdmainct.c
jdmarker.c
jdmaster.c
jdmerge.c
jdphuff.c
jdpostct.c
jdsample.c
jdtrans.c
jerror.c
jfdctflt.c
jfdctfst.c
jfdctint.c
jidctflt.c
jidctfst.c
jidctint.c
jidctred.c
jpegtran.c
jquant1.c
jquant2.c
jutils.c
cderror.h
cdjpeg.h
jchuff.h
jconfig.h
jdct.h
jdhuff.h
jerror.h
jinclude.h
jmorecfg.h
jpegint.h
jpeglib.h
jversion.h
transupp.h

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The following changes were made to the LIBJPEG code in the Content:

In Java, pointer math is not allowed so indexing was used instead.
Function pointers were replaced with switch statements.
The virtual memory, tracing and progress monitoring were removed.
The error handling was simplified and now uses Java exceptions.

PuTTY 0.58 (derivative work)

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ASM 5.0.1

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*
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Eclipse Modeling Framework (EMF) 2.10.1
org.eclipse.emf.codegen_2.10.0.v20140901-1055
org.eclipse.emf.ecore_2.10.1.v20140901-1043

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org.eclipse.emf.ecore.xml.type.internal.RegEx
org.eclipse.emf.ecore.xml.type.internal.XMLCalendar
org.eclipse.emf.ecore.xml.type.internal.XMLDuration

are based on code from the following packages in XML4J:

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org.apache.xerces.impl.xpath.regex
org.apache.xerces.util
org.apache.xerces.impl.dv
org.apache.xerces.impl.dv.util
org.apache.xerces.impl.dv.xs

and shall be defined as the "XML4J Derivative Work."

The XMLJ Derivative Work binary code can be found in the plug-in JAR in the following files:

org\eclipse\emf\ecore\xml\type\internal\DataValue.class
org\eclipse\emf\ecore\xml\type\internal\RegEx.class
org\eclipse\emf\ecore\xml\type\internal\XMLCalendar.class
org\eclipse\emf\ecore\xml\type\internal\XMLDuration.class

The XMLJ Derivative Work source code can be found in src.zip in the following files:

org\eclipse\emf\ecore\xml\type\internal\DataValue.java
org\eclipse\emf\ecore\xml\type\internal\RegEx.java
org\eclipse\emf\ecore\xml\type\internal\XMLCalendar.java
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Eclipse Graphical Modeling Framework (GMF) Runtime 1.8.0

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Eclipse Data Tools Platform (DTP) 1.12.0
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javax.xml_1.3.4.v201005080400

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org.apache.xerces_2.9.0.v201101211617

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org.apache.xml.resolver_1.2.0.v201005080400

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org.apache.xml.serializer_2.7.1.v201005080400

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org.eclipse.persistence.antlr_3.2.0.v201302191141

ANTLR v3.2

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org.eclipse.persistence.asm_5.0.1.v201405080102

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org.jdom_1.1.1.v201101151400

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org.mozilla.javascript_1.7.2.v201005080400

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SLF4J API Module 1.5.2

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IBM Java Platform Standard Edition (JRE) (J2RE) 8.0SR5

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IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the ILAN Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

12. Third Party Notices

The Program may include third party code that IBM, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code ("Third Party Notices") are included for Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

13. General

a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

b. For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Licensee and IBM.

c. If any provision of this Agreement is held to be invalid or unenforceable,

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the remaining provisions of this Agreement remain in full force and effect.

d. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

e. Licensee authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with IBM products and services, or in furtherance of IBM's business relationship with Licensee.

f. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.

g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.

h. Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.

j. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.

k. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Programs. IBM Business Partners remain independent and separate from IBM. IBM is not responsible for

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the actions or statements of IBM Business Partners or obligations they have to Licensee.

l. The license and intellectual property indemnification terms of Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.

m. Both parties agree that all information exchanged is nonconfidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

14. Geographic Scope and Governing Law

14.1 Governing Law

Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

Part 2 - Country-unique Terms

For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

* Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);

* Americas country amendments to other Agreement terms;

* Asia Pacific country amendments to other Agreement terms; and

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* Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

14.1 Governing Law

The phrase "the laws of the country in which Licensee obtained the Program license" in the first paragraph of 14.1 Governing Law is replaced by the following phrases in the countries below:

AMERICAS

(1) In Canada: the laws in the Province of Ontario;

(2) in Mexico: the federal laws of the Republic of Mexico;

(3) in the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines: the laws of the State of New York, United States;

(4) in Venezuela: the laws of the Bolivarian Republic of Venezuela;

ASIA PACIFIC

(5) in Cambodia and Laos: the laws of the State of New York, United States;

(6) in Australia: the laws of the State or Territory in which the transaction is performed;

(7) in Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region ("SAR");

(8) in Taiwan: the laws of Taiwan;

EUROPE, MIDDLE EAST, AND AFRICA

(9) in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia,

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Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: the laws of Austria;

(10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

(11) in Estonia, Latvia, and Lithuania: the laws of Finland;

(12) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England; and

(13) in South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.

14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified below:

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

AMERICAS

(1) In Argentina: the Ordinary Commercial Court of the city of Buenos Aires;

(2) in Brazil: the court of Rio de Janeiro, RJ;

(3) in Chile: the Civil Courts of Justice of Santiago;

(4) in Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);

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(5) in Mexico: the courts located in Mexico City, Federal District;

(6) in Peru: the judges and tribunals of the judicial district of Lima, Cercado;

(7) in Uruguay: the courts of the city of Montevideo;

(8) in Venezuela: the courts of the metropolitan area of the city of Caracas;

EUROPE, MIDDLE EAST, AND AFRICA

(9) in Austria: the court of law in Vienna, Austria (Inner-City);

(10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the Commercial Court of Paris;

(11) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the English courts;

(12) in South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;

(13) in Greece: the competent court of Athens;

(14) in Israel: the courts of Tel Aviv-Jaffa;

(15) in Italy: the courts of Milan;

(16) in Portugal: the courts of Lisbon;

(17) in Spain: the courts of Madrid; and

(18) in Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

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14.3 Arbitration

The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those countries identified below. The provisions of this Subsection 14.3 prevail over those of Subsection 14.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

ASIA PACIFIC

(1) In Cambodia, India, Laos, Philippines, and Vietnam:

Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

(2) In the People's Republic of China:

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part

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which the parties are disputing and which is undergoing arbitration.

(3) In Indonesia:

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

EUROPE, MIDDLE EAST, AND AFRICA

(4) In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia,

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Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(5) In Estonia, Latvia, and Lithuania:

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AMERICAS COUNTRY AMENDMENTS

CANADA

10.1 Items for Which IBM May Be Liable

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May Be Liable):

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

13. General

The following replaces Item 13.d:

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

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The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.n:

n. For purposes of this Item 13.n, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

(1) General

(a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").

(b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

(2) Security Safeguards

(a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.

(b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

(c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.

(d) Additional or different services required to comply with the Laws will be deemed a request for new services.

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(3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

(4) Access Requests

(a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.

(b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.

(c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

(5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

(6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Licensees who are public bodies subject to public sector privacy legislation, this Item 13.n applies only to Personal Data made available to Licensee in connection with this Agreement, and the obligations in this section apply only to Licensee, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

PERU

10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this

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Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

10.1 Items for Which IBM May Be Liable

The following is added to the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA

5. Taxes

The following is added to the end of this Section 5 (Taxes):

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

13. General

The following is added to Section 13 as Item 13.n:

n. U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

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ASIA PACIFIC COUNTRY AMENDMENTS

AUSTRALIA

5. Taxes

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

8. No Warranties

The following is added to the first paragraph of Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

10.1 Items for Which IBM May Be Liable

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

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(1) In Hong Kong SAR: "Hong Kong SAR"

(2) In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 14.1)

(3) In Taiwan: "Taiwan."

INDIA

10.1 Items for Which IBM May Be Liable

The following replaces the terms of Items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.

13. General

The following replaces the terms of Item 13.g:

g. If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

INDONESIA

3.3 Term and Termination

The following is added to the last paragraph:

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

13. General

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The following is inserted as Item 13.n:

n. Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

10.2 Items for Which IBM Is Not Liable

The word "SPECIAL" in Item 10.2b is deleted.

NEW ZEALAND

8. No Warranties

The following is added to the first paragraph of this Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

10. Limitation of Liability

The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA

4. Charges

The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

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PHILIPPINES

10.2 Items for Which IBM Is Not Liable

The following replaces the terms of Item 10.2b:

b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

SINGAPORE

10.2 Items for Which IBM Is Not Liable

The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

13. General

The following replaces the terms of Item 13.i:

i. Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN

10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

EUROPEAN UNION MEMBER STATES

8. No Warranties

The following is added to Section 8 (No Warranties):

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In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 (No Warranties).

EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

13. General

The following replaces Item 13.e:

(1) Definitions - For the purposes of this Item 13.e, the following additional definitions apply:

(a) Business Contact Information - business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Licensee and its contractors as legal entities (for example, Licensee's revenue data and other transactional information)

(b) Business Contact Personnel - Licensee employees and contractors to whom the Business Contact Information relates.

(c) Data Protection Authority - the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(d) Data Protection & Electronic Communications Legislation - (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the

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foregoing) any statutory replacement or modification thereof.

(e) IBM Group - International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.

(2) Licensee authorizes IBM:

(a) to process and use Business Contact Information within IBM Group in support of Licensee including the provision of support services, and for the purpose of furthering the business relationship between Licensee and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the "Specified Purpose"); and

(b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.

(3) IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.

(4) To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.

(5) Licensee authorizes IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

AUSTRIA

8. No Warranties

In Austria (and Germany) the following replaces Section 8 (No Warranties) in its entirety, including its title, if Licensee paid a charge to obtain the Program.

8. Warranties and Exclusions

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The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. Licensee is responsible for the results obtained from the use of the Program.

The warranty applies only to the unmodified portion of the Program.

If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available, Licensee may return the Program to the party from whom Licensee acquired it and receive a refund of the amount Licensee paid. If Licensee down loaded the Program, Licensee may contact the party from whom Licensee acquired it to obtain the refund.

This is IBM's sole obligation to Licensee, except as otherwise required by applicable statutory law.

10. Limitation of Liability

The following is added:

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

10.1 Items for Which IBM May Be Liable

The following replaces the first sentence in the first paragraph:

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

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"(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)".

10.2 Items for Which IBM Is Not Liable

The following replaces Item 10.2b:

b. indirect damages or consequential damages; or

BELGIUM, FRANCE, ITALY, AND LUXEMBOURG

10. Limitation of Liability

The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:

Except as otherwise provided by mandatory law:

10.1 Items for Which IBM May Be Liable

IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause related to this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that has caused the damages.

The above limitation will not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

10.2 Items for Which IBM Is Not Liable

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A.22 - HSQLDB V1.7
A.23 - JTOpen V5.1
A.41 - Regexp V1.2
A.42 - ICU4J V3.6

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END OF Section A. SUMMARY

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B.14 - Unicode 6.0, CLDR 1.4, CLDR 1.9

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B.16 - X Window System 6.8

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B.38 - UPX v3.01

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          ooooo      ooo oooooooooo.    ooooooo  ooooo
           `888'       `8'  `888        `Y88.    `8888
d8'
            888         8    888         .d88'      Y888 . . 8P
            888         8    888ooo88P'              `8888'
            888         8    888
.8PY888.
             `88.       .8'  888                    d8'
`888b
              `YbodP'     o888o                 o888o    o88888o
```


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markus.oberhumer@jk.uni-linz.ac.at ml1050@cdata.tvnet.hu

Linz, Austria, 25 Feb 2000

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B.39 - libFFI 3.0.13

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B.40 - RSocket

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B.42 - Regexp V1.4

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 */
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B.43 - NVIDIA materials

The Program includes portions of the software components, listed immediately below

* Thrust
* CUDA Runtime

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Windows platform:

%ProgramFiles%\NVIDIA GPU Computing Toolkit\CUDA\v#.#

Linux platform:

/usr/local/cuda-#.#

Mac platform:

/Developer/NVIDIA/CUDA-#.#

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NVIDIA Driver

Description

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Description

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  Windows : cudart.dll, cudart_static.lib
  MacOS : libcudart.dylib, libcudart_static.a
  Linux : libcudart.so, libcudart_static.a

Component : CUDA FFT Library
  Windows : cufft.dll

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MacOS : libcufft.dylib
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Component : CUDA BLAS Library
Windows : cublas.dll
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Component : CUDA Random Number Generation Library
Windows : curand.dll
MacOs : libcurand.dylib
Linux : libcurand.so

Component : NVIDIA Performance Primitives Library
Windows : nppc.dll, nppi.dll, npps.dll
MacOs : libnppc.dylib, libnppi.dylib, libnpps.dylib
Linux : libnppc.so, libnppi.so, libnpps.so

Component : NVIDIA Optimizing Compiler Library
Windows : nvvm.dll
MacOs : libnvvm.so
Linux : libnvvm.dylib

Component : NVIDIA Common Device Math Functions Library
Windows : libdevice.compute_20.bc, libdevice.compute_30.bc, libdevice.compute_35.bc
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JDOM 1.0

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dom4j: 1.6.1

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Backbone.js 0.9.2

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Angular UI 0.4.0

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jquery-wiggle master-20101007

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shred 0.8.3

Shred is based on code originally written by Matthew King. That code was adapted and converted into a separate Node.js library by Dan Yoder, Jason Campbell, Nick LaCasse, and Vicent Piquer Suria.

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highlight,js 7.3

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beanvalidation-api 1.1.0.Final

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Apache Felix Configuration Admin Service 1.8.6

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Jackson-core 2.6.1

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cf-java-client 1.1.2

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jersey-core-server - org.glassfish.jersey.core:jersey-server: 2.22.1

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JSON in Java 20160212

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Jackson-dataformat-YAML 2.6.5

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archaius-core 0.4.1

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Groovy 2.3.6

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JMS API 2.0

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HTTP-Proxy-Servlet 1.9

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rabbitmq-java-client v4_1_0

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jwt-decode 1.4.28

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okio, 1.13.0

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spring-framework 4.3.11.RELEASE

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OpenTracing Instrumentation for JMS API 0.0.6

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Jaeger Tracer Resolver 0.27.0

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jackson-module-jsonSchema: 2.9.8

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Angular UI 0.4.0

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angular-mocks 1.5.5

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joda-time 2.8.1

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Jackson-annotations 2.6.0

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moment: 2.17.1

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font-awesome 4.7.0

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Chart.js: 1.0.2

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angular.js 1.5.23

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angular.js 1.5.8

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AngularJS Route 1.5.8

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AngularJS Route 1.3.2

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Angular UI Router 1.1.36

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bootstrap 3.3.32

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core-js 0.9.36

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jasmine 2.5.37

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lodash 4.14.52

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lodash 4.16.6

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jquery 2.0.40

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jquery 3.1.1

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source-map 0.1.29

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uglify-js 2.6.28

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async 2.1.4

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body-parser 1.17.0

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cors 2.8.1

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denodeify 1.2.1

Matt Andrews

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cryptiles 3.1.2

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dotenv 4.0.0

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bcrypt-pbkdf 1.0.1

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express 4.14.1

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winston 2.3.1

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helmet 3.4.0

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http-proxy 1.16.2

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pg-client 0.0.5

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json-file-store 0.2.6

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brianc - node-postgres v6.1.5

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node-mongodb-native 2.2.26

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js-data 2.10.0

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jackson-core: 2.6.7 (2

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extract-text-webpack-plugin: 1.0.1

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form-data: 2.3.1

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mssql 3.3.0

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java-jwt 3.4.0

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node-oracledb 3.1.0

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Docker Image for Node.js: 10.15.3

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httpcore: 4.4.11

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@types/xml-js: 1.6.11

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