

ADDOVA® ESSENTIALS ADDENDUM**1) INTRODUCTION**

1.1. This Essentials Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between Addova and Client. Any capitalized terms used in this Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

2) DEFINITION

- 2.1. "Access" means use of Addova Software remotely by an Authorized End User.
- 2.2. "Authorized End Users" means Client, Affiliate and their employees and independent contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Client and not a third party.
- 2.3. "Assurance" means the provision of software, fixes, patches and new Releases made available while on active Assurance or new Versions if applicable to the generally available Addova Software licensed by Client.
- 2.4. "Authorized Use Limitation" means the quantity of the Addova Software licensed in accordance with the License Metric specified on the Schedule.
- 2.5. "Addova Software" means the computer software programs, made generally available and licensed to a Client under this Addendum pursuant to the applicable Schedule including all Versions, Releases, provided as part of Assurance if applicable.
- 2.6. "End User" means a Client named user or device that receives Software Services including third party's having partner or resell agreements with Addova.
- 2.7. "License Metric" means the specific criteria for measuring the usage of the Addova Software (such as Agents, Named Users or Servers).
- 2.8. "Software Services" means the software or SaaS provided by Addova to End Users using the Addova or Addova Third Party resell agreements for Client's intellectual capital and/or additional capabilities supplied by Addova.
- 2.9. "Operations Center" or "OC" is the datacenter location where Client installs the Addova Software to run the Software Services.
- 2.10. "Perpetual License" means a license to use Addova Software for an indefinite period subject to compliance with the Agreement.
- 2.11. "Release" means a general available release of a Addova software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version.
- 2.12. "Subscription" means a license to use Addova Software on premises for a specific period of time.
- 2.13. "Territory" is the location indicated on the Schedule where Client is authorized to install the Addova Software.
- 2.14 "Version" means a release of a Addova Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred).

3) ESSENTIAL OFFERINGS & OBLIGATIONS

- 3.1. Except as set forth below in Section 3.2, Client's license is for internal use and Addova grants the Client a limited, non-exclusive, non-transferable object code license, for the Term to:
- 3.1.1. Install and deploy the Addova Software in the Territory up to the Authorized Use Limitation.
- 3.1.2. Permit its Authorized End Users Access to the Addova Software for Client's and Affiliates' internal business wherever located. Client

hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

- 3.2. The Client's license is a limited, non-exclusive, non-transferable license, for the Term:

Subject to the terms and conditions of the applicable Schedule, Addova makes available to Client a nonexclusive, non-transferable, non-sublicensable right to access and use the Addova Software in accordance with the Documentation to provide Software Services to End Users in the designated OC. This authorization includes use of the Addova Software by Authorized Users, provided that Client shall be responsible for all use by such Authorized End Users. Client hereby expressly agrees that a breach by an Authorized End User or End User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

- 3.3. **Fees.** Unless otherwise specified fees are based on Named Users or Agents as specified in the Schedule.
- 3.4. The grant of license is contingent upon Client's compliance with the following obligations set out under this provision: Client agrees, that it shall not: (i) access or use any portion of the Addova Software not expressly authorized in the Schedule; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the Addova Software; (iii) modify, unbundle, or create derivative works of the Addova Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the Addova Software or use the Addova Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the Addova Software or Documentation; (vi) use the Addova Software beyond the Authorized Use Limitation.
- 3.5. **Installation.** Client agrees to prepare Client's Equipment and site for Addova Software installation in accordance with Addova requirements: Client agrees to maintain internet connectivity from Client's equipment to Addova as specified by Addova.
- 3.6. **Addova Administrator.** Client agrees to appoint at least one administrator and a backup administrator that shall serve as Addova's primary contact for assurance and services ("Addova Administrator"). Client agrees that these Addova Administrators will complete the necessary coursework to comply with our then-current requirements for the Addova Administrator designation. Addova will rely on all oral and written orders and instructions issued by these Addova Administrators, including without limitation, instructions to initiate work and incur expenses on Your account. Client may select and reassign Addova Administrators, provided that any replacement meets the then-current requirements for the Addova Administrator designation. Provided that Client is current on payment of all Assurance fees Addova will provide basic Documentation to Client's Addova Administrator(s) at no additional costs.
- 3.7. All rights not specifically granted hereunder are expressly reserved.

4) ASSURANCE OFFERING

- 4.1. If Assurance is purchased as defined in the Schedule, Addova will provide Client with technical third-party contact information for the Addova Software to operate according to the Documentation, third-party help desk support if any and Assurance for the Addova Software based on Assurance guidelines published by Addova.
- 4.2. You agree to test any update in Your test environment and will only download, load, deploy, use or install (as applicable) the update at Your sole risk once You are satisfied that the update will not adversely affect You. If You elect to obtain Assurance, You must operate the Software at Addova's most current release level.

4.3. Addova will make commercially reasonable efforts to provide a minimum of six (6) months prior written notice to Client if Addova ceases to provide new Versions or Releases for an Addova Software product.

5) THIRD PARTY TERMS

In the event that the Addova Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Addova Software (e.g. a user manual, user guide, or readme.txt or notice.txt file).

6) PERFORMANCE WARRANTY

6.1. Addova warrants that the Addova Software as defined in the Schedule will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Addova Software subject to Client's compliance with the Agreement.

7) PERFORMANCE WARRANTY REMEDY

7.1. If Addova has breached the warranty set forth in the section entitled: Performance Warranty, Client's remedy is for Addova to, in consultation with Client, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Addova Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Assurance fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Schedule or if the Addova Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

7.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by Addova, (ii) the Addova Software is not modified and is being used in accordance with Addova Documentation, and (iii) the breach is not attributable in whole or in part to any non-Addova product(s) or service(s).

7.3. THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY ADDOVA. NO OTHER WARRANTIES, INCLUDING THAT THE ADDOVA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY ADDOVA OR ITS SUPPLIERS. FURTHER, ADDOVA DOES NOT WARRANT THAT THE ADDOVA SOFTWARE IS BUG FREE OR THAT THE ADDOVA SOFTWARE WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE USE OF ADDOVA SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.