

License Exhibit

1. Certain Definitions. All capitalized terms used herein shall have the meaning ascribed to them in the Terms of Service or the Master Agreement as applicable (in either case, the "Agreement"), unless otherwise defined in this License Exhibit. For purposes of this License Exhibit, the following term(s) shall have the following meaning(s):

"Certified Operating Environment" or "COE" means the hardware, operating system, middleware, database products and other software on which Elemica certifies the Product in the Order will operate.

"Delivery Date" means the date(s) on which each Product is made available to Client for electronic download.

"Error" means a material failure of a Product to conform to its functional specifications described in the documentation for the Product (the "Documentation"), which is reported by Client to and replicable by Elemica.

2. License.

2.1 License Grant. During the applicable License Term (as defined herein), and subject to all of the terms and conditions of this License Exhibit and the Agreement, including, without limitation, the timely payment of the applicable fees, Elemica hereby grants to Client a limited, non-exclusive and non-transferable license to: (i) install, run and use the Product listed in the applicable Order in the COE solely for Client's legitimate, day-to-day internal business operations; and (ii) use the Documentation internally in connection with such use of the Product.

2.2 Access to / Use of Product. Access to, and use of, the Product is limited by the Pricing Unit set forth in the applicable Order. Such access and use is subject to all of the terms of the Agreement and this License Exhibit. Client shall not utilize any device or program to enable access to the Product in a manner such that the Pricing Unit is not counted. Client shall be responsible and liable for the acts and omissions of all Users arising from the access to the Product provided by Client. The Product may contain license protection procedures that limit access to the Product to that use permitted under the Agreement and this License Exhibit. Client shall not circumvent or render inoperative any such protection procedures.

2.3 Copies. Client may make one (1) copy of the Product solely for archive purposes, and may make customary and usual hard disk backups of the Product. Client shall have no other right to make any copies of the Product, except as expressly set forth in this License Exhibit. Client may make copies of the Documentation royalty free as may be reasonably necessary to permit the authorized use of Product under and in accordance with Agreement and this License Exhibit. Client shall include, and shall under no circumstances remove, all patent, copyright, trademark, service mark and other proprietary or intellectual property notices of Elemica or its third party licensors on any complete or partial copies of the Product and the Documentation in the same form and location as the notice(s) appears on the original work. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Product and inform Elemica in writing of such number and location upon request.

2.4 Delivery. Unless otherwise specified in the applicable Order, one copy of the Product, including one set of documentation for the Product, will be made available to Client for electronic download. Client shall be responsible for copying the Product onto media and installing the Product for use in accordance with the terms specified herein.

2.5 License Verification. Without prejudice to Elemica's audit rights as set forth herein, Elemica may request from time to time, but no more often than twice every twelve months, that Client verify its compliance with the terms of this License Exhibit, including without limitation the Pricing Units. Upon receipt of such written request, Client shall respond within thirty (30) days with a written certification from an officer of Client verifying such compliance.

2.6 Reservation of Rights. Without prejudice to any provision in the Agreement, all rights not expressly granted in the Agreement and this License Exhibit are reserved by Elemica and its licensors. Client acknowledges that: (i) all Product and Documentation is licensed and not sold; (ii) Client acquires only the right to use the Product, and Elemica and its third party licensors shall retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property rights embodied or associated with, the Product, and all copies and derivative works thereof (whether developed by Elemica, Client or a third party); and (iii) the Product, including the source and object codes, logic and structure, constitute valuable trade secrets of Elemica and its third party licensors. Client agrees to secure and protect the Product consistent with the maintenance of Elemica's and its third party licensors' rights in the Product, as set forth in the Agreement.

3. Permitted Use; Limited Rights.

3.1 Permitted Use and Access. Client may only use the Product and Documentation for its own internal use and Elemica expressly prohibits, the sale, resale, republication in any form, distribution, assignment, sublicensing, or other

conveyance of rights to and in any Product and the Documentation, or derivative works thereof, by Client. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Product and Documentation; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Product, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Product to any user other than Client's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement (subject to Section 3.2 below); (iv) write or develop any derivative works based upon the Product; (v) modify, adapt, translate or otherwise make any changes to the Product or Documentation or any part thereof; (vi) use the Product to provide processing services to third parties, or otherwise use the same on a training, time sharing, facilities management, third party data processing or 'service bureau' basis; (vii) disclose or publish, without Elemica's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Product; or (viii) otherwise use or copy the Product or Documentation except as expressly permitted herein. Client must comply with all laws, rules and regulations applicable to its use of the Product and the operation of its business.

3.2 Permitted Users. Upon written approval of Elemica, Client may authorize use of the Product by its Affiliates, provided that the combined use of the Product hereunder by Client and its Affiliates shall in no event exceed the Pricing Units authorized under the Order and use of the Product by such Affiliates shall be subject to all other terms and conditions of the Agreement and this License Exhibit. For purposes of the Agreement, references to "Client" shall include such authorized Affiliates. Client warrants that it has the authority to bind such Affiliates to the Agreement. Client may, upon prior written approval of Elemica, permit certain authorized contractors to access the Product solely for the purposes of supporting Client's own internal use of such Product, provided that such authorized contractors shall agree in writing to fully comply with Client's obligations under the Agreement and this License Exhibit. Client shall remain jointly and severally liable for any claims, damages or causes of action related to a breach of the terms of the Agreement and this License Exhibit by any permitted user(s) under this Section 3.2.

3.3 Enforcement. Client shall (i) ensure that all Users of Product comply with the terms and conditions of the Agreement and this License Exhibit, (ii) promptly notify Elemica of any actual or suspected violation thereof and (iii) cooperate with Elemica with respect to investigation and enforcement of the Agreement or this License Exhibit.

3.4 Audit Rights. During the term of the Order and for a period of one year following its expiration or termination, Client and its Affiliates shall maintain and make available to Elemica records sufficient to permit Elemica to verify compliance with the Agreement, this License Exhibit and the Order. Elemica or its designated representatives may, upon ten (10) days prior written notice to Client, and during regular business hours, inspect any Client and Affiliates' facilities where a Product or any part thereof are or have been used and audit use and relevant records for the purpose of confirming compliance with the Agreement. Elemica may perform only one (1) audit per twelve (12) month period, unless a previous audit reveals a noncompliance. In performing any audit, Elemica or its designated representatives will have the right to use third-party products to seek and confirm that the Product have been eliminated from the Client's and Affiliates' corporate network and/or facilities. Elemica's audit shall be performed at Elemica's sole expense; provided however that, if Elemica's audit reveals any noncompliance by Client or any of its Affiliates, then Client shall (i) promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to Elemica during the period of noncompliance; and (ii) bear the reasonable cost of Elemica's audit and immediately pay all past-due fees in accordance with the terms of the Order. Any obligation for payments owing shall not terminate. The obligations under this Section do not constitute a waiver of Elemica's termination rights hereunder.

4. Maintenance and Support Services.

4.1 Maintenance. Subject to timely payment of the applicable fees, Maintenance is provided for all Product included in the subscription as set forth in the Order. Client shall remain within two (2) previously released versions of the most recent version of the Product at all times. Maintenance means the technical support and provision of Updates for the level of support services ordered, all of which are provided under the support policy (as provided in Section 3(a) of the Master Agreement. Updates means the error corrections, updates, modifications or enhancements to Software that Elemica or its third party licensors makes generally available to its clients as part of the Maintenance (if purchased by Client). Updates exclude new products for which Elemica or its third party licensors generally charges a separate fee.

4.2 Limitations. Updates are provided when and if available, and Elemica is under no obligation to develop any future programs or functionality. Maintenance does not apply or extend to the Product in the event of: (i) installation, repair, relocation, addition, alteration, modification or enhancement of the Product performed by parties other than Elemica or Elemica's approved contractors; (ii) use of the Product in conjunction with another vendor's products resulting in the defect or non-conformance; (iii) a release for which Maintenance has been discontinued; (iv) Product used other than in accordance with the Documentation or other than on a COE; (v) failure by Client to follow applicable operation or maintenance requirements; (vi)

introduction of data, through any method other than through the Product, into any database accessed by the Product; (vii) discrepancies that do not significantly impair or affect the operation of the Product; (viii) any systems or programs not supplied by Elemica; or (ix) abuse, mishandling, misuse or damage to the Product other than by Elemica. Elemica reserves the right to modify its support policies from time to time, with notice of any such change provided to Client. If an Error was corrected or is not present in a more current version of the Product, Elemica shall have no obligation to correct such Errors in prior versions of the Product.

4.3 **Maintenance Term and Renewal.** Maintenance commences on the date specified in the applicable Order and continues through the Initial Term set forth in the Order. Following the end of the Initial Term, Maintenance shall automatically renew for the same length as the Initial Term (a "**Renewal Maintenance Term**"), unless Elemica or Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Maintenance Term, of its intention to terminate Maintenance.

4.4 **Reinstatement.** In the event that Client's Maintenance is not renewed and is later reinstated, a reinstatement fee shall be assessed equal to 150% of the aggregate Maintenance fee that would have been payable during the period of lapse.

5. **Product Subscription Term and Renewal.** Subject to early termination in accordance with the Agreement, the term of each subscription shall be effective as of the date set forth in the applicable Order, and continues through the Initial Term. Following the end of the Initial Term, if any, the subscription shall automatically renew for the length set for in the Renewal Term, unless Elemica or Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the service. The Initial Term and any Renewal Term(s) if any are referred to as the "**Subscription Term**" herein.

6. Warranties and Disclaimers.

Unless otherwise provided in the Agreement, the following warranties and disclaimers apply. In the event of a conflict between this Section 6 and the Agreement, the Agreement applies.

6.1 **Elemica Product.** Elemica warrants that, for a period of 90 days from the Delivery Date of the Product ("**Warranty Period**"), the Elemica Product, as updated and used in the COE and in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

6.2 **Remedies.** If the Product does not perform as warranted during the Warranty Period, Elemica shall use commercially reasonable efforts to correct Errors. Client shall promptly notify Elemica in writing if Client believes that it has discovered an Error with the Product. If Elemica determines that the Error is Elemica's responsibility, Elemica shall, within 30 days of its receipt of Client's written notice: (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if Elemica determines that neither (i) nor (ii) above can be accomplished with reasonable commercial efforts, then Elemica or Client may terminate the affected Product license and Client will be entitled to an equitable adjustment in the fees paid for the affected Elemica Product at Elemica's discretion. The preceding warranty cure shall constitute Elemica's entire liability and Client's exclusive remedy for cure of any claim pursuant to the warranty set forth herein. If Client elects not to terminate the license for the affected portion of the Elemica Product, Client waives all rights for the applicable warranty cure set forth herein.

6.3 **Exclusions.** Elemica is not responsible for any claimed breach of any warranty set forth in this Section 6 caused by: (i) modifications made to the Product by anyone other than Elemica; (ii) the combination, operation or use of the Product components with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the Product components made available by Elemica; (iv) Elemica's adherence to Client's specifications or instructions; or (v) Client deviating from the Product operating procedures described in the Documentation.