

1. **Definitions.**
 - 1.1 **“Agreement”** means Serena’s Master License and Support Agreement.
 - 1.2 **“CEC”** means the Central Electronic Complex, and includes CPUs, memory, channels, controllers, power supplies within the hardware, and direct access storage devices.
 - 1.3 **“CPU”** means an individual central processing unit for a computing device that contains a control unit that extracts instructions from memory and decodes and executes the instructions.
 - 1.4 **“Licensed Capacity”** means the maximum permitted use of the Software based on capacity-based pricing metrics identified in the Order Instrument, including, without limitation, CECs and MIPS.
 - 1.5 **“Licensed Configuration”** means the type of hardware platform, operating system, database, location, and other configuration information identified in the Order Instrument.
 - 1.6 **“Mainframe Software”** means Software that is designated by Serena to operate on a mainframe computer (e.g., ChangeMan® SSM, ChangeMan® ZDD, ChangeMan® ZMF, StarTool®, Comparex® and Dimensions™ z/OS), commercially available at the time of Customer’s order and identified in the Order Instrument, and any modifications, corrections, and updates thereto provided by Serena as part of Maintenance.
 - 1.7 **“MIPS”** means Millions of Instructions Per Second and is an industry rating given to a CEC based upon the CPUs contained within the CEC. MIPS are measured not only by the CEC executing the Mainframe Software (the “Executing CEC”), but also any additional CECs that (a) are coupled into or accessing the Executing CEC and (b) have access to a direct access storage device in which the Mainframe Software is installed. The number of MIPS attributable to each CEC shall be determined by the then-current Gartner Group Rating Guide or another industry standard selected by Serena.
2. **License Grant.** Subject to the terms and conditions of the Agreement, Serena grants to Customer a perpetual, non-exclusive license to use the Mainframe Software within the Territory, in accordance with the User Documentation, and in compliance with the authorized Licensed Capacity and the authorized Licensed Configuration. All terms and conditions of the Agreement shall apply to the licensing of Mainframe Software, unless expressly modified or supplemented by this Addendum.
3. **Licensed Capacity.** The Licensed Capacity is based on the total MIPS and/or CPUs within the CECs in which the Mainframe Software has been installed and/or is operating, and is not limited to one or more logical partitions or other measure of sub-capacity applicable to the licensed CPUs within the CEC(s). The license granted herein does not permit Customer to install or use the Software on a CEC that is coupled within a base or parallel sysplex environment unless the Licensed Capacity includes the total MIPS capacity of the sysplex environment. Customer may order additional Licensed Capacity under this Addendum at Serena’s then-current list price. If at any time Customer exceeds its Licensed Capacity (i.e., the total MIPS or CPUs within the CECs in which the Mainframe Software has been installed and/or is operating exceeds the applicable number of MIPS or CPUs authorized under the Licensed Capacity), then Customer shall immediately notify Serena in writing of the increase in use beyond the Licensed Capacity. Any additional Licensed Capacity must be licensed pursuant to an Order Instrument and the Agreement, and Customer shall pay to Serena additional Mainframe Software license and Maintenance fees based on the amount and period of use of such excess capacity at Serena’s then-current list price. For increases in Licensed Capacity, Maintenance fees shall be pro-rated from the effective date of such increase to the anniversary date of the initial license for the applicable Mainframe Software.
4. **Usage Rights.** Customer shall have the right to use the Mainframe Software only on the CECs designated by type, capacity rating, serial number, and location in the Order Instrument. Customer acknowledges that the Mainframe Software may contain codes to restrict the use of the Mainframe Software to one or more designated CECs. The foregoing provisions are in addition to those set forth in Section 2.2 of the Agreement.
5. **Relocation of Mainframe Software.** Customer may relocate the Mainframe Software from one CPU to another CPU, provided that Customer (a) gives prior written notice to Serena, including the location and the make, model, and serial numbers of each CPU within the CECs; (b) does not otherwise change the Licensed Configuration or exceed the then-current Licensed Capacity in connection with such relocation; (c) agrees in writing to uninstall and discontinue all use of the Mainframe Software with the originally licensed CPU and upon Serena’s request provides a signed written statement of such; and (d) is current on Maintenance with respect to such relocated Mainframe Software.
6. **Limited Warranty.** Subject to the terms and conditions of the Agreement (including, without limitation, Section 7 therein), Serena warrants that the Mainframe Software will substantially perform in accordance with the User Documentation for a period of six (6) months from the date of delivery of the Mainframe Software.
7. **Maintenance Period.** Customer is required to purchase initial Maintenance, which will commence upon delivery of the Mainframe Software and continue for the period specified in the Order Instrument. If no period is specified, the initial Maintenance period will be one year. Serena shall issue an annual renewal notice to Customer at least ninety (90) days prior to the expiration of the then current Maintenance period. Customer may renew Maintenance by issuing subsequent Order Instruments. Customer shall, at least ninety (90) days prior to every annual anniversary date of the initial Order Instrument, or within thirty (30) days of Serena’s written request (which shall not exceed two requests during each calendar year), deliver to Serena a written mainframe software usage in a form satisfactory to Serena and certified by an officer of Customer, setting forth: (a) the total MIPS capacity of the Executing CECs and other CECs as described in Section 1.7; (b) the identification of the CPU(s) within the CECs, including the make, model, and serial number of each CPU within the CECs; and (c) the make and model number of each mainframe computer comprising all or part of the CEC(s), and (d) the location of the CECs. Maintenance fees shall be based on the then-current list price and are subject to change without notice.
8. **Reinstatement of Maintenance.** If Customer’s Maintenance has expired, Customer may reinstate Maintenance by paying the following, based on Customer’s Licensed Capacity and Serena’s then current Maintenance fees: (a) the annual Maintenance fee for the new Maintenance period; (b) Maintenance fees for the period commencing from the date of expiration of prior Maintenance to the start of the new Maintenance period; and (c) if Customer has increased its Licensed Capacity, the license upgrade fee for the then current release of the Mainframe Software.
9. **License Keys.** Prior to and as a condition to the issuance of any license key by Serena, or within thirty (30) days of Serena’s written request (which shall not exceed two requests during any calendar year), Customer shall provide Serena with a copy of the CPU matrix display for each CPU within the CEC(s) in which the Software will be executing. The CPU matrix display is obtained by issue the following console command in z/OS: “D M=CPU”.
10. **Effect of Addendum.** Capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement. This Addendum supplements and modifies the terms of the Agreement. In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall take precedence.