Additional License Authorizations

For RM/COBOL software products
This Additional License Authorizations document ("ALA") set forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable agreement (i.e., Micro Focus End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the “Applicable Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

Products covered

<table>
<thead>
<tr>
<th>Products</th>
<th>E-LTU or E-Media available</th>
<th>Non-production software class</th>
<th>Term License Non-production software class (if available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relativity Data Manager</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>Relativity Data Server</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>Relativity DBA</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>Relativity Designer</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>RM/COBOL Deployment System</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>RM/COBOL Development System</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>RM/COBOL Runtime System (all variants)</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>RM/COBOL SDK</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>RM/InfoExpress Server</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>WOW Extensions</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>Xcentrisity Business Information Server (all variants)</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
<tr>
<td>XML Extensions</td>
<td>Yes</td>
<td>Class 2</td>
<td>Class 2</td>
</tr>
</tbody>
</table>

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order. ** Additional licenses solely for non-production use may be available as specified in the Non-Production Licensing Guide found at software.microfocus.com/legal/software-licensing depending on the non-production software class specified above. Any such non-production licenses will be subject to the Non-Production Licensing Guide and the applicable License Option terms and conditions set forth in this ALA.

Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batch Processing</td>
<td>Means the execution of one or more tasks, transactions or programs by a computer system without the continuous interaction of the end user with the Licensed Software for the entire period during which each such task, transaction or program is being executed by the system. Batch processing includes situations where a queue of jobs is processed as resources become available and is in contrast to transaction or interactive processing.</td>
</tr>
<tr>
<td>Concurrent Users</td>
<td>Means individuals who, at the same point in time, have accessed or used the Licensed Software via any device or other software program, directly or indirectly, regardless of how such access occurs or whether such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service.</td>
</tr>
<tr>
<td>Container</td>
<td>Means an isolated user-space instance created using operating-system-level virtualization, also known as containerization. A program running inside a Container whether standalone or using an orchestration technology, can only see the resources and devices assigned to the Container. Examples of such container technologies include Docker and podman and examples of orchestrators include Kubernetes and Open Shift.</td>
</tr>
</tbody>
</table>
**Term** | **Definition**
--- | ---
Core | Means a physical (not virtual) subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a “Multicore CPU” if it has more than one Core.

CPU or Central Processing Unit | Means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores.

E-LTU and E-Media | Means products which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.

Hard Partitioning | Means using hard physical partitioning to physically segment a single larger server or machine into separate and distinct smaller systems where each separate system acts as a physically independent, self-contained server or machine with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources (each known as a “Hard Partition”). Examples of Hard Partitioning methods include: Dynamic System Domains (DSD) -- enabled by Dynamic Reconconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/Containers only), LPAR (adds DLPAR with AIX 5.2), Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Fujitsu’s PPAR.

Named User | Means a single user that has been authorized by Licensee to use the Licensed Software.

Platform | Means a hardware chipset (e.g., PA-RISC, Itanium, x86, or SPARC) and operating system (e.g., Windows, Linux, Solaris, AIX, or HP-UX) combination.

Soft Partitioning | Means using an operating system resource manager to segment and limit the number of Cores, CPUs, or other processing devices utilized by the Licensed Software by creating areas where processor resources are allocated and limited within the same operating system (each such area known as a “Soft Partition”). Examples of such Soft Partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware.

Virtual Machine | Means a software implementation that can run its own operating system and execute programs like a physical machine where the software running inside the virtual machine is limited to the resources and abstractions provided by the virtual machine.

**License Options**

The following License Options are the types of licenses available for a given software product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order. Those products with only one License Option available shall be governed by such License Option whether or not stated in the Applicable Agreement or Product Order unless otherwise agreed in writing between Licensee and Licensor.

**Named User License**

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical or Virtual Machine or server, or one or more Containers on such single physical or Virtual Machine or server, for use solely by the number of Named Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. Each such Named User has the right to unlimited access to the Licensed Software on such single machine or server. A Named User License is required for each Named User that uses an installation of the Licensed Software. For example, if Named User A and Named User B both use the same two separate installations of the Licensed Software, a total of four Named User Licenses would be required for such use. Licensor reserves the right at any time to require Licensee to provide a list of the Named Users. Licensee may change a Named User provided that the change is made either (i) permanently, or (ii) temporarily to accommodate the use of the Licensed Software by a temporary worker while the Named User is absent, but in each case no more than once every 30 days. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment. For purposes of this ALA, a Named User License is considered to be a Development License.
Additional License Authorizations
For RM/COBOL software products

Server License (Concurrent Users)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server or Virtual Machine, or one or more Containers on such physical single machine or server or Virtual Machine, for use by the maximum number of Concurrent Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. The Licensed Software may not be used or accessed by any other software or hardware device that does not require an individual to use or access it including, without limitation, Batch Processing. A Server License (Concurrent Users) cannot be split into multiple licenses of lesser quantity (e.g., a license for 10 Concurrent Users cannot be split into two licenses of five Concurrent Users each) without Licensor’s prior written consent and possible provision of different license keys. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (Concurrent Users) is considered to be a Deployment License.

Server License (per core)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server (“Host Server”), or one or more Containers on the Host Server (provided such Containers are not running in a Soft Partition or Virtual Machine unless Licensee has purchased the Virtualization License Extension or otherwise been granted such rights separately from Micro Focus), and have the Licensed Software executed by up to the total number of Cores specified for the license in the applicable Product Order (“License Specification”). If the number of Cores is not specified for a CPU in the event a CPU is specified in the License Specification, such CPU shall be considered to be single-Core. A license covering all physical Cores that are contained in and/or can be accessed by the Host Server (“Total Processors”) is required with all applicable license fees paid, even if one or more of such Cores are not accessing or running the Licensed Software for any reason, including, for example, installation of the Licensed Software in a Container that has fewer than the Total Processors allocated to it. For example, if 32 Cores are the Total Processors on the Host Server, but only 16 Cores are utilized to execute the Licensed Software, a 32-Core license is required notwithstanding the fact that 16 of the 32 Cores may not actually be accessing the Licensed Software. Each Core on a multi-core CPU requires a license covering each such Core. For example a Host Server with Total Processors consisting of a single quad-core CPU will require a 4-Core license.

Licensed Software provided under this License Option is for use by an unlimited number of Licensee’s internal users, other software devices and hardware devices. Server License (per core) is the only license type authorized for any Batch Processing. Licensor reserves the right at any time to require Licensee to provide a specification of the Host Server. Licensee is required to purchase a license for the Total Processors on each Host Server that accesses or uses the Licensed Software either directly or indirectly through any other software program, regardless of how such access occurs, or if the Host Server, CPU or operator uses any hardware or software that reduces the apparent number of Cores or other processing devices that are using the Licensed Software, such as by using a terminal service. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, Server License (per core) is considered to be a Deployment License.

Additional License Options

The following additional License Options may also apply to one of the License Options above if set forth in the applicable Product Order notwithstanding anything else to the contrary in this ALA:

Test License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely for Licensee’s internal testing purposes on a single computer subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. At no time may Licensee use the Licensed Software for development, commercial, or production purposes, nor may Licensee reproduce or distribute the Licensed Software or any software application programs created with it. Licensee’s results of benchmark or other performance tests run on or using the Licensed Software may not be disclosed to any third party without Licensor’s prior written consent.
Disaster Recovery License
Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Disaster Recovery System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. A Disaster Recovery System is a single machine on which the Licensed Software is installed but is not instantiated, running, or otherwise in use except: (i) if a disaster arises and the single machine for which the Disaster Recovery System is configured to recover or replace (known as the “Primary Machine” in this clause) is unavailable, (ii) for the purposes of periodic disaster recovery testing, and/or (iii) for periodic system diagnostics or maintenance of the Disaster Recovery System itself. A Disaster Recovery License cannot be used: (a) concurrently with any other license for the Licensed Software or in any production, test, or development environments except while the Primary Machine is being recovered or replaced in a disaster recovery situation, or (b) for load-balancing, failover, testing (other than disaster recovery testing), clustering, or training purposes. Additional copies for use in production, test, and/or development environments, or for load-balancing, failover, clustering, or training purposes, must be purchased separately. The license quantity and metric of any Disaster Recovery License installed may not be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Failover License
Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Failover System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. A Failover System is a single machine on which the Licensed Software is installed and running, but only used to prepare for the recovery or replacement of the single machine for which the Failover System is configured to recover or replace (known as the “Primary Machine” in this clause), up to and including real-time data backups, mirroring, or any other activity to allow a synchronized switch-over from the Primary Machine. Licensee may not use the Failover License for any other purpose such as production, testing (other than failover testing), development, or training except during a disaster where the Primary Machine is unavailable. Licensee may not use the Licensed Software for load-balancing or clustering; a separate license for each of those use cases is required to be purchased by Licensee. The license quantity and metric of any Failover License installed may not be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Batch License
Where any Licensed Software is designated as a Batch License or “Batch-Only” in the applicable Product Order using such description or similar terminology, such Licensed Software may only be used to perform batch processing on a single computer subject to the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail.

Virtualization License Extension
For a license for which a Virtualization License Extension has been purchased, the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA for such license shall apply subject to the terms in this clause. For as long as such license is current on support and maintenance with Licensor, such license can be installed, used, or accessed on, in, or from a Virtual Machine. Such license may not be installed or used in a public cloud service. With respect to licenses based on processing devices such as Cores, the Licensed Software may be installed and used on any number of instances provided that the collective amount of licensed processing devices accessible by those instances does not exceed the applicable license quantity. For example, for Core-based licenses, the license can be used on any number of instances provided that the collective amount of Cores or vCPUs accessible by those instances does not exceed the applicable license quantity. An instance may be within a single Virtual Machine or Container that is not necessarily tied to just one physical machine. Licensee may make one (1) failover or disaster recovery copy of the Virtual Machine or Container in which the Licensed Software is installed and instantiate such Virtual Machine or Container in the event and for as long as the primary installation is unavailable.

Third Party Usage License Extension
For a license for which a Third Party Usage License Extension has been purchased, such license can be used by third party contractors of Licensee, notwithstanding any restriction to the contrary in the Applicable Agreement, provided that (1) each
Additional License Authorizations
For RM/COBOL software products

such third party is under a written obligation of confidentiality and restrictions of use which provide for protections and limitations of use of the license no less restrictive than the Applicable Agreement, (2) the license will only be used on behalf of Licensee, (3) such use is subject to the terms and conditions of the Applicable Agreement, and (4) Licensee remains liable for any breach by any such third party of the terms of the Applicable Agreement.

Off Continent License Extension
For a license for which an Off Continent License Extension has been purchased, such license can be used worldwide, except where prohibited by applicable law, notwithstanding any restriction to the contrary in the Applicable Agreement.

Software Specific Terms

Relativity Data Manager
The following License Options apply: Server License (Concurrent Users).

Relativity Data Server
The following License Options apply: Server License (Concurrent Users), Server License (per core).

Relativity DBA
The following License Options apply: Server License (Concurrent Users).

Relativity Designer
The following License Options apply: Server License (Concurrent Users).

RM/COBOL Deployment System
The following License Options apply: Server License (Concurrent Users).

With any valid and properly granted license to this Licensed Software, Licensee may reproduce and distribute internally, in whole or in part, subject to the applicable License Option as set forth in this ALA and the applicable Product Order, any software application program created by Licensee using Visual COBOL (if separately licensed to Licensee by Licensor) (“Licensee Application Software”). In such event Licensee shall (a) include Licensor’s copyright notice for the Licensed Software on any product label and as a part of any sign-on message for such Licensee Application Software product; and (b) indemnify, hold harmless and defend Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys’ fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software.

Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensee Application Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any of the Licensee Application Software’s functionality when linked into another software application program. Access and/or use of data, results and/or output obtained and/or generated, either directly or indirectly, and in any format whatsoever, through the use of any Licensed Software (such as when a user accesses an application that calls or uses output from another application running the Licensed Software, whether or not on the same machine or server) are deemed to be access and/or use of such Licensed Software. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

RM/COBOL Development System
The following License Options apply: Named User License, Server License (Concurrent Users).
Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.

This Licensed Software may include or generate limited licenses for RM/COBOL Runtime System or other application deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed user(s) of the Licensed Software in order to unit test an application developed with the Licensed Software on the same machine or server used to develop the application and may not be used for system testing, production or deployment. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

**RM/COBOL Runtime System (all variants)**

The following License Options apply: Server License (Concurrent Users), Server License (per core).

With any valid and properly granted license to this Licensed Software, Licensee may reproduce and distribute internally, in whole or in part, subject to the applicable License Option as set forth in this ALA and the applicable Product Order, any software application program created by Licensee using Visual COBOL (if separately licensed to Licensee by Licensor) ("Licensee Application Software"). In such event Licensee shall (a) include Licensee's copyright notice for the Licensed Software on any product label and as a part of any sign-on message for such Licensee Application Software product; and (b) indemnify, hold harmless and defend Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys' fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software.

Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensee Application Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any of the Licensee Application Software’s functionality when linked into another software application program. Access and/or use of data, results and/or output obtained and/or generated, either directly or indirectly, and in any format whatsoever, through the use of any Licensed Software (such as when a user accesses an application that calls or uses output from another application running the Licensed Software, whether or not on the same machine or server) are deemed to be access and/or use of such Licensed Software. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

**RM/COBOL SDK**

The following License Options apply: Server License (Concurrent Users).

**RM/InfoExpress Server**

The following License Options apply: Server License (Concurrent Users), Server License (per core).

**WOW Extensions**

The following License Options apply: Server License (Concurrent Users).

**Xcentrivity Business Information Server (all variants)**

The following License Options apply: Server License (Concurrent Users), Server License (per core).

Each license may indicate that it is for local area network usage ("LAN") or wide area network usage ("WAN"). A LAN license may only be installed and used on one server, whereas a WAN license may be installed and used on any number of servers, both subject to the license quantity and metric purchased.
XML Extensions
The following License Option applies: Server License (Concurrent Users).

Additional License Terms
The following additional license terms shall apply to any software governed by this ALA:

Additional License Restrictions
Licensee shall not:

1. Permit use or access by any third party to any output directly or indirectly created by the Licensed Software without first paying Licensor any applicable additional fees required by Licensor and entering into a separate distribution license agreement with Licensor. For the avoidance of doubt, third party(ies) include without limitation contractors, outsourcers, Licensee’s customers and the public.

2. Transfer, ship or use the Licensed Software outside the continent in which it was originally licensed to Licensee without first purchasing an Off-Continent License Extension or otherwise paying Licensor any applicable additional fees required by Licensor. For purposes of the foregoing, “continent” shall mean North America, South America, Europe, Africa, Asia, Australia, or Antarctica.

3. Install, use, or access the Licensed Software on, in, or from a Hard Partition, Soft Partition, or Virtual Machine, except where Licensee is otherwise expressly authorized in each instance by Licensor in the applicable Product Order or otherwise in writing separate from this ALA (the “Authorization”) which in each event will be subject to Licensee’s payment to Licensor of additional applicable fees required by Licensor and, if requested by Licensor, Licensee’s written confirmation to Licensor of Licensee’s planned installation environment signed by a director or officer of Licensee (accompanied by all information as Licensor reasonably requires to verify). Except as otherwise specified in the Authorization, where authorized in accordance with the foregoing and to the extent applicable to the subject license: (i) such Hard Partition, Soft Partition, or Virtual Machine, may only be tied to one physical machine and shall be considered the entire machine for licensing purposes; and (ii) Licensee shall provide to Licensor, at such times as Licensor may reasonably request, confirmation that Licensee’s computer systems comply with the applicable Authorization and the requirements of this ALA. Such confirmation shall be signed by a director or officer of Licensee and shall be accompanied by all information as Licensor reasonably requires to verify that Licensee is utilizing the Licensed Software in compliance with the terms and conditions of this ALA and the Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor’s audit rights under the Applicable Agreement.

4. Utilize any software application and/or program created, in whole or in part, with any Development License without first purchasing a valid and properly granted Deployment License.

5. Install, access or use the Licensed Software on a Platform other than the Platform for which the Licensed Software was originally licensed to Licensee. Additional licenses for use of the Licensed Software on a Platform other than the one set forth in the applicable Product Order may be available upon payment of an additional license fee.

All-or-None Support and Maintenance
Where Licensee purchases support and/or maintenance for the Licensed Software, Licensee hereby agrees that it shall purchase such support and/or maintenance services for all of Licensee’s licensed units of such Licensed Software including all related Development Licenses and Deployment Licenses.
Additional License Authorizations
For RM/COBOL software products

software.microfocus.com/about/software-licensing
Latest version of software licensing documents

Copyright 2021, 2023 OpenText.

5200-1905, October 23, 2023; replaces 5200-1804 (June 7, 2021)