

SYNCSORT PRODUCT SPECIFIC TERMS

In addition to the Software License Agreement (“**SLA**”), the following terms will apply to the software and services purchased by you (“**Customer**”) pursuant to the Syncsort or an Affiliate Order Document (“**Product Specific Terms**”). The terms and conditions of the SLA are incorporated herein by reference. Please note that these Product Specific Terms may be updated by us from time to time. Any capitalized terms used but not defined below have the meanings set forth in the SLA or the Order Form.

1. IRONSTREAM and DMX

Your use of Ironstream is subject to the terms of the SLA as well as the following additional terms.

COPYING AND TRANSFER OF COPIES TO OTHER COMPUTERS OR PERSONS.

General. Except as provided in this Section below, (i) no copies shall be made of the Software, and (ii) the Software shall not be transferred to or installed on a computer other than as specified in accordance with the applicable licensing configuration, or transferred, sold, assigned or otherwise conveyed to any person (which term shall mean, for purposes of the SLA, any natural person, corporation, partnership, firm, association, entity, governmental or juridical entity), without Syncsort’s prior written consent.

(a) Serialized Versions. Software may be provided by Syncsort in a “serialized” form, which may require a serialized key for operation (“**Serialized Version**”). The Software License for Serialized Version is restricted to the specific computer(s), node(s) and/or configurations as specified by Syncsort in the applicable Order Document in connection with such key.

(b) Unserialized Versions. Syncsort may provide versions of the Software which it has designated as “unserialized” (“**Unserialized Version**”) and which do not require a serialized key for operation. Except as provided in paragraph (d) below, Customer may install the Unserialized Version on any computer within your organization, and copy the Unserialized Version for the sole purpose of such installation, provided that each and every such installation and copy shall remain subject to the terms and conditions of the SLA in every respect. Unserialized Versions may only be used by Customer for testing and development purposes and Customer acknowledges that Unserialized Versions may incorporate limitations to inhibit any use of the Unserialized Version for other purposes.

(c) Authorized Cluster Configurations. If the applicable Software licensing configuration has been authorized by Syncsort for Customer’s use with an installation of the Apache™ Hadoop® framework or similar cluster based environment (“**Licensed Framework**”) Customer agrees: (i) the SLA shall apply to every instance of the Software automatically distributed by the Licensed Framework, and (ii) all such Software use shall reside within the Licensed Framework itself and not solely on the edge node(s). For the purposes of this paragraph, ‘edge node’ is defined as any node located in the Licensed Framework that serves as a gateway for moving data in and out of the Licensed Framework. Customer agrees that it will not use any RPM or other installation package for the Software provided in connection with installation of the Licensed Framework for installing or operating the Software outside of the Licensed Framework if the licensed configuration restricts use to one or more specific Licensed Framework(s). The Software may be provided for use in a Licensed Framework as an Unserialized Version. In such event, use of the Software is restricted to the specific computer, node, and/or Licensed Framework configuration(s) specified in the applicable Order Document, and shall also be restricted to the intended use of the particular edition of the Software as stated in the applicable Order Document.

(d) Archival Backup. You may make archival copies of the Software (other than a Trial Version) as required by applicable government regulations or a commercially reasonable archival backup policy.

IRONSTREAM SOFTWARE THAT INCLUDES ZEN SOFTWARE.

For Ironstream Software versions that include the distribution of Syncsort "ZEN" Software, Customer's authorized use of ZEN Software is limited solely to Ironstream Alerts and SyslogD that support Zen functionality included in Ironstream Software, unless a Full-Use Version of ZEN Software is otherwise separately licensed from Syncsort.

UPGRADES.

If the Software is an upgrade of a previous version of the same Software, you may use that upgraded Software only in accordance with the SLA and you must discontinue all use of the previous version of the Software.

2. MIMIX

Your use of MIMIX is subject to the terms of the SLA as well as the following additional terms.

COPYING AND TRANSFER OF COPIES TO OTHER COMPUTERS OR PERSONS.

General. Except as provided in this Section below, (i) no copies shall be made of the Software, and (ii) the Software shall not be transferred to or installed on a computer other than as specified in accordance with the applicable licensing configuration and Designated Equipment (as defined herein), or transferred, sold, assigned or otherwise conveyed to any person (which term shall mean, for purposes of the SLA, any natural person, corporation, partnership, firm, association, entity, governmental or juridical entity), without Syncsort's prior written consent.

(a) **Designated Equipment.** "Designated Equipment" means the (i) hardware equipment, processor limits, serial number, model number, and location, (ii) operating system software, (iii) database software, and/or (iv) application software specified in the applicable Order Document. Customer may use the Software only on the Designated Equipment while it possesses and operates the Designated Equipment. If the Designated Equipment becomes temporarily inoperable, or for disaster recovery testing purposes, Customer may load and use the Software on another of its computer hardware systems until the Designated Equipment becomes operable, but in no event for more than ninety (90) days. Any transfer of the Software will require Syncsort's prior written approval. Nothing in the SLA or these Product Specific Terms will be interpreted to grant Customer a site license in the Software.

(b) **Use Code.** "Use Code" means (i) an encrypted access code or license key provided by Syncsort or its Affiliate, (ii) that enables Customer to use the Software only on the Designated Equipment, and (iii) only for the use period or Initial Term specified in the applicable Order Document, subject to any Renewal Terms pursuant to and on accordance with the SLA. Customer may use the Software only in and for Customer's own internal purposes and business operations. Customer will not permit any other person to use the Software, whether on a time-sharing, hosting, service bureau, or other multiple-user arrangement. Customer may make a reasonable number of back-up archival copies of the Software. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer may not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer the Software, except as and to the extent specifically authorized by applicable law. In no event will Customer deactivate the Use Code. Syncsort or its Affiliate will provide a replacement copy of the Software at no charge in the event the Customer loses or damages the

Software. The license to the Software will automatically terminate upon the expiration of the Use Code.

ENABLING MODULES.

Customer may be provided, along with the Software, certain third party enabling modules or files ("Enabling Modules"). The Enabling Modules may not be (i) used for any purpose other than to enable the Software, (ii) copied (except for backup purposes and to the extent allowed by applicable law), (iii) further distributed, or (iv) reverse compiled, or otherwise translated, except as specifically permitted by law without the possibility of contractual waiver.

SELF-AUDIT / PHONE HOME.

Customer acknowledges that the Software includes a self-audit and phone home capability that, if enabled or used by Customer, will periodically connect to the Internet and transmit back to Syncsort or its Affiliates information related to usage of the Software for purposes of license validation, auditing, and verifying compliance with licensing terms. When enabled or used by Customer, the information collected by Syncsort or its Affiliates may include Customer's license key, the application(s) being audited with the Software, and the number of users/objects being audited with the Software (the "Phone Home Data"). To the extent any personal information is collected as provided herein, Syncsort and its Affiliates will only use such personal information in accordance with Syncsort's privacy policy at <https://www.syncsort.com/en/Legal/Privacy-Policy>. When not enabled or used by Customer, Customer will manually provide to Syncsort or its Affiliate the information reasonably required for audit and license validation and to determine additional licenses or license upgrades, applicable license fees and maintenance renewal.

SUBSCRIPTIONS.

The following terms and conditions will apply only to subscriptions, if any, specifically included in the applicable Order Document:

- (a) **Processor Group and Processor Generation Upgrades.** No upgrade charges will apply for changes to Designated Equipment resulting from IBMi processor generation changes or IBM processor group ("P-Group") changes during the Initial Term or a Renewal Term, if any.
- (b) **Temporary Capacity Increases.** Customer may temporarily increase production and target server processor capacity (i.e., the number of activated cores for commercial processing workload (CPW)) with respect to its Designated Equipment for up to sixty (60) days during the Initial Term and for an additional sixty (60) days during each Renewal Term, if any, and no upgrade charges will apply for such temporary increases and CPW over consumption. Any increase in capacity in excess of sixty (60) days for any piece of hardware included as part of the Designated Equipment will be deemed a permanent increase and will be subject to the then-current applicable upgrade fees.
- (c) **Training.** Online training will be made available to Customer and its employees for the then-current applicable online training classes offered by Syncsort or its Affiliate for the Software included in the subscriptions in the applicable Order Document and no charges will apply during the Initial Term or a Renewal Term, if any.

For the avoidance of doubt, the foregoing will not apply to any perpetual licenses included in any Order Document.