

## CLLOUD SERVICES AGREEMENT

This Cloud Services Agreement, including all integrated exhibits and Order Forms referencing this Agreement (collectively, the “**Agreement**”) is entered into by and between Supplier and Customer (each defined below) and will be effective as of the date last signed below (“**Effective Date**”). Supplier and Customer are each a “**Party**” and together the “**Parties**”.

### 1 USE OF SERVICES

- 1.1 **Provision of Cloud Services:** Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Supplier web-based products and services identified in an Order Form (“**Cloud Services**”), including the then current version of any user manuals and operating instructions generally provided with the Cloud Services (collectively, “**Documentation**”), for the term set out in the Order Form (“**Cloud Services Term**”). Customer may use the Cloud Services subject to the terms of this Agreement. Customer will not receive a copy of any programs listed in the Order Form other than for temporary download of plug-ins or fat clients (which will be deemed part of the Cloud Services) as described in the applicable Order Form. “**Users**” of the Cloud Services mean employees or contractors of Customer who are authorized by Customer in accordance with the Agreement to access the Cloud Services using Customer’s account credentials (“**Credentials**”). Customer is solely responsible for all User use and access to the Cloud Services and the security of any Credentials and will immediately report to Supplier any suspected unauthorized use of the Cloud Services or Credentials.
- 1.2 **Restrictions:** Customer will comply with all laws and regulations applicable to Customer and to Customer’s use of the Cloud Services. Customer will not, or permit or cause any third party to:
- (a) use the Cloud Services other than expressly authorized by, and in accordance with the usage terms of, this Agreement;
  - (b) license, sub-license, sell, rent, lease, transfer, assign, distribute, outsource, permit time sharing or service bureau use, or otherwise commercially exploit or make the Cloud Services available to any third party, other than as expressly permitted by this Agreement and by international export laws and regulations;
  - (c) disassemble, reverse engineer, reverse compile, translate, modify, adapt, alter, copy or create derivative works from any products or services provided with the Cloud Services;
  - (d) interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein in any way, including but not limited to: (i) conducting penetration testing in multi-tenant environments; (ii) conducting penetration tests in single-tenant environments without the Supplier’s prior written consent; (iii) attempting to gain unauthorized access to the Cloud Services or their related systems or networks; or (iv) storing or transmitting a virus or other malicious code through the Cloud Services;
  - (e) disseminate performance-related information relating to the Cloud Services;
  - (f) use the Cloud Services to store or transmit infringing, libelous, offensive, unlawful or tortious material; or
  - (g) store or process any data of the following types: information on a person’s racial or ethnic origin, political opinions, religious or philosophical convictions, union membership, health (HITECH – Health Information Technology for Economic and Clinical Health Act & HIPAA – Health Insurance Portability and Accountability Act), sex life, information concerning bank or credit card accounts (PCI DSS – Payment Card Industry Data Security Standard), unless otherwise agreed to in writing by Supplier in a Data Processing Agreement.
- 1.3 **Service Level:** Supplier will use commercially reasonable efforts to make the Cloud Services accessible to Customer, subject to the availability of third party infrastructure, required and emergency maintenance, availability of third party networks and communications facilities and force majeure events. The Cloud Services are hosted on a shared third-party infrastructure environment as set forth in the applicable Order Form.
- 1.4 **Reservation of Rights:** Supplier owns all intellectual property rights in and to the Cloud Services, Documentation and all related materials and derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under this Agreement.

### 2 CUSTOMER INFORMATION

- 2.1 **Operational Data; Feedback:** Supplier will automatically collect information associated with Customer’s access and use of the Cloud Services, including, without limitation application telemetry, IP addresses, IP configurations, stored sessions, open ports, Credentials, network metadata, and device operating system, status, version and configuration (collectively “**Operational Data**”). Supplier may use the Operational Data to monitor, analyze, develop, support or improve the performance of the Cloud Services. Customer grants to Supplier a worldwide, perpetual, irrevocable license to use and commercialize any suggestions, enhancement, requests, recommendations, corrections or other feedback provided by Customer relating to the Cloud Services.
- 2.2 **Customer Data:** With the exception of Operational Data, Customer owns all content, information, materials and intellectual property provided by Customer in connection with Customer’s use of the Cloud Services (“**Customer Data**”). Customer is solely responsible for: (i) its provision and use of Customer Data with the Cloud Services; (ii) the accuracy, quality and content of the Customer Data; (iii) assessing the Cloud Services suitability for Customer’s intended use; and (iv) obtaining all necessary rights, consents and permissions. Customer will comply with all applicable laws, in its provision and use of Customer Data in connection with the Cloud Services. Customer grants Supplier a worldwide, irrevocable, non-transferable, non-assignable (except as permitted under this Agreement), sub-licensable, non-exclusive license to access, retrieve, store, copy, display, distribute, transmit and otherwise use Customer Data associated with the Cloud Services as follows:
- (a) in connection with maintaining, providing and/or making available the Cloud Services; and
  - (b) as reasonably required in order to cooperate with legitimate governmental requests, subpoenas or court orders provided that Supplier gives Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Supplier is legally prohibited from doing so.
- 2.3 **Data Protection Agreement:** The obligations of the parties in connection with the processing of any data that qualifies as personal data according to art. 4 no. 1 of the General Data Protection Regulation (“**Personal Data**”) including the applicable technical and organizational measures that supplier is required to implement and maintain to protect Personal Data, will be as set out in the data processing agreement entered into between the parties (“**Data Processing Agreement**”).
- 2.4 **Cloud Services Privacy Policy:** Supplier will collect and process any Operational Data that qualifies as Personal Data in accordance with its then current Cloud Privacy Policy which is incorporated herein by this reference. Supplier reserves the right to change its Cloud Privacy Policy from time to time by posting a new version at [https://www.softwareag.com/corporate/cloud\\_privacy\\_policy](https://www.softwareag.com/corporate/cloud_privacy_policy). Customer may subscribe to email notifications regarding new versions of the Cloud Privacy Policy. Customer agrees to and accepts any modified terms by continuing to use the Cloud Services after such changes are posted and effective.
- 2.5 **Security:** Supplier will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Supplier will comply with its then current Cloud Information Security Policy as amended from time to time and available on request (subject to a written confidentiality agreement between the Parties).

### 3 PAYMENT

- 3.1 **Payment:** All payments are due and payable within 30 days of date of invoice and are non-refundable, non-cancelable, and irrevocable except as expressly stated in this Agreement. All payments shall be made without recoupment or set-off. Customer will pay all taxes and duties including,

but not limited to, sales, use, rental, receipt, personal property, and other taxes (but excluding taxes based upon Supplier's income), which may be levied or assessed in connection with this Agreement. Any payment that is not paid in accordance with the terms of this Agreement will accrue interest at the rate of 1.5% per month, accruing daily from the date due (both before and after judgment) and Customer will pay all costs of collection, including reasonable legal fees and expenses.

#### 4 CONFIDENTIALITY

4.1 **Confidential Information:** Each Party will have access to confidential or nonpublic information ("**Confidential Information**") of the other Party or third parties. Confidential Information disclosed is proprietary and will remain the sole property of the disclosing Party or such third parties. The Cloud Services and Documentation are Confidential Information of Supplier. Confidential Information will not include information that: (i) is or becomes publicly available or enters the public domain through no fault of the recipient; (ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (iii) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (iv) is independently developed by the recipient; or (v) is approved, in writing, for release or disclosure without restriction.

4.2 **Confidentiality Obligation:** Each Party agrees to: (i) use Confidential Information only for the purposes of this Agreement; (ii) hold Confidential Information in confidence and protect it from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information; (iv) restrict access to Confidential Information to its personnel, affiliates, agents, and contractors who need access to such Confidential Information and who have agreed in writing to treat such Confidential Information in accordance with this Agreement; and (v) return or destroy all Confidential Information of the other Party upon termination or expiration of this Agreement. If the recipient is required by law or valid legal order to disclose Confidential Information, the recipient will, unless prohibited by law, give reasonable notice of such demand to allow the disclosing Party to seek a protective order or other remedy.

#### 5 WARRANTIES

5.1 **Mutual Warranties:** Each Party represents and warrants that it has the full right and power to enter into and perform its obligations under this Agreement.

5.2 **Supplier Warranties:** Supplier warrants that: (i) the Cloud Services, when properly used, will perform substantially in accordance with the Documentation; and (ii) the Cloud Services are subject to standard virus scanning methods designed to detect and remove malware. SUPPLIER DOES NOT WARRANT THAT THE CLOUD SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE. Supplier does not and cannot control or warrant the flow of data to or from Supplier's or Customer's network and other portions of the internet. THE WARRANTIES IN THIS CLAUSE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

#### 6 IPR INDEMNITY

6.1 **Indemnity:** Supplier will indemnify Customer from any third party action against Customer to the extent proximately based on an allegation that the use of the Cloud Services infringes an intellectual property right registered in a nation that is a signatory to and enforces the Paris Convention, and pay those damages or costs (including reasonable attorney's fees) incurred by Customer related to the settlement of such action or finally awarded against Customer provided that Customer:

- (a) promptly notifies Supplier of any such action; and
- (b) gives Supplier full authority, information, and assistance to defend such claim; and
- (c) gives Supplier sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

6.2 **Exceptions:** Supplier will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon: (i) Cloud Services modified by anyone other than Supplier; (ii) use of other than the then-current release of any fat clients or plug-ins provided to Customer for the purposes of accessing and using the Cloud Services, if the infringement could have been avoided by use of the then-current release and such current release has been made available to Customer; (iii) use of the Cloud Services in conjunction with other software, hardware or Customer data, where such use gave rise to the infringement claim; (iv) use of the Cloud Services in a manner inconsistent with its Documentation; or (v) use of Cloud Services other than as expressly authorized in this Agreement.

6.3 **Remedy:** If Supplier determines that the Cloud Services are likely to be the subject of a claim of infringement, Supplier may, in its sole discretion: (i) replace or modify the Cloud Services; (ii) procure the right for Customer to continue using the Cloud Services; or (iii) terminate access to the Cloud Services and refund to Customer a pro-rated portion of the applicable unused Cloud Services fees. THIS SECTION STATES SUPPLIER'S EXCLUSIVE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE CLOUD SERVICES OR ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

6.4 **Customer Indemnity:** Customer will indemnify Supplier from any third party action against Supplier to the extent proximately based upon an allegation arising from: (i) any access to or use of Customer Data with the Cloud Services; or (ii) modification or use of the Cloud Services with any Customer applications, provided that Supplier (a) promptly notifies Customer of any such action; (b) gives Customer full authority, information, and assistance to defend such claim; and (c) gives Customer sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

#### 7 LIMITATION OF LIABILITY

7.1 **Limitation of Liability:** EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, SUPPLIER IS NOT LIABLE FOR ANY LOSSES OR DAMAGES THAT MAY ARISE IN CONNECTION WITH CUSTOMER'S USE OF THE CLOUD SERVICES. SUPPLIER IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS) FOR ANY CLAIM THAT ARISES FROM OR RELATES TO THIS AGREEMENT (INCLUDING THE CLOUD SERVICES), REGARDLESS OF THE FORM ALLEGED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION 'IPR INDEMNITY', SUPPLIER'S LIABILITY FOR MONETARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT FOR THE CLOUD SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

#### 8 USAGE LIMITS

8.1 **Usage Limits:** Customer will ensure that its usage of the Cloud Services does not exceed the usage terms set forth in this Agreement and will be liable for any excess usage at Supplier's then current rates during the period in which usages exceeds the licensed amount.

#### 9 SUSPENSION AND TERMINATION

9.1 **Suspension:** Supplier may suspend Customer's access to the Cloud Services in order to: (i) comply with any law, regulation, government or court order; or (ii) prevent any degradation of the Cloud Services caused by Customer. Supplier will promptly resume the Cloud Services if and when the cause of the suspension has been removed.

9.2 **Termination:** In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement if the material breach has not been cured within thirty (30) days after written notice specifying such breach. Failure to make any payment due under this Agreement is a material breach. In the event of termination by Customer for Supplier's material breach, Supplier will refund a pro-rated portion of the applicable unused Cloud Services fees. In the event of termination by Supplier for Customer's material breach, all remaining Cloud Services fees under any Order Form will be immediately due and payable. Any terms that by their nature extend beyond termination or expiration will survive notwithstanding the termination or expiration of this Agreement.

**10 GENERAL**

- 10.1 **Assignment:** Customer may not assign, transfer, delegate, or sublicense any of Customer’s rights or obligations under this Agreement without Supplier’s prior written consent. Any assignment, transfer, delegation, or grant of sublicense without Supplier’s consent is null and void.
- 10.2 **ExportControl:** Customer may not download, provide access to, and otherwise export or re-export the Cloud Services, in whole or in part, except as explicitly allowed in this Agreement and in compliance with all applicable laws, regulations and restrictions (whether international, federal, state, local, or provincial). Supplier reserves the right to not perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.
- 10.3 **ThirdPartyComponents:** If the Customer downloads any portion of the Cloud Service, including but not limited to plug-ins or connectors or fat clients (“**Cloud Service Downloadable**”), the Customer acknowledges that such Cloud Service Downloadable may contain or be distributed with certain open source, free, or commercial third party components (“**Third Party Components**”), which may be subject to special license terms and conditions (“**Third Party Terms**”) located at <http://softwareag.com/licenses>. Third Party Terms include important licensing and warranty information and disclaimers of third party licensors. For the avoidance of doubt, if Customer uses the Cloud Service Downloadable in accordance with the Documentation, the Third Party Terms do not restrict the rights granted under this Agreement. In the event that a third party manufacturer no longer provides active support for any Third Party Component, Supplier will use commercially reasonable efforts to respond to any issues with the Cloud Service Downloadable related to the Third Party Components.
- 10.4 **Anti-Corruption:** The Parties will comply with all laws, regulations and requirements (whether international, federal, state, local, or provincial) prohibiting bribery, money laundering, and anti-corruption, including the U.S. Foreign Corrupt Practices Act.
- 10.5 **DisputeResolution:** In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute before commencing formal proceedings. Formal proceedings may not commence until 30 days have passed since the initial request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief.
- 10.6 **IndependentContractors:** The Parties are independent contractors and have no power to bind or incur obligations on the other Party’s behalf.
- 10.7 **ForceMajeure:** Neither Party is liable for failing to perform an obligation under this Agreement if such failure is due to any act or condition beyond that Party’s reasonable control.
- 10.8 **GoverningLaw:** This Agreement is governed by the laws of the State of New York without giving effect to its conflicts-of-laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Commercial Code (UCC). The Parties consent to exclusive personal jurisdiction in federal and state courts located in the Southern District of New York. In the event a dispute arising under this Agreement results in litigation, the non-prevailing Party will pay the court costs and reasonable attorneys’ fees and expenses of the prevailing Party. EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT THIS AGREEMENT.
- 10.9 **Marketing:** Customer agrees that, while this Agreement is in effect, Supplier is authorized to identify Customer as a customer in public relations and marketing materials, including identification on Supplier’s website, and use Customer’s corporate name and logo.
- 10.10 **Notices:** All notices and demands relating to this Agreement must be in writing and sent to the other Party at the address set out in the applicable Order Form to the attention of such Party’s legal department, unless a different address or recipient is designated by a Party. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent by registered mail (return receipt requested); or (iii) sent by nationally recognized trackable carrier service.
- 10.11 **EntireAgreement;Waiver;Priority;Severability:** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior written and oral agreements and communications related to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the duly authorized representatives of the Parties. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. A waiver granted under this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. In the event of any conflict between any provision of this Agreement and any Order Forms incorporated and made part of this Agreement, such conflict will be resolved by giving precedence to the Order Form(s). Any contrary or additional terms and conditions included in any purchase order or similar document (printed or online) related to this Agreement will be invalid and non-binding, even if received, accepted, approved, or signed by a Party. If any provision of this Agreement is held invalid or unenforceable, the provision will be limited to the minimum effect necessary and the remaining provisions of this Agreement will remain binding and enforceable. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. The Parties agree to the use of digital signatures.
- 10.12 **U.S.GovernmentUse:** If the Cloud Services are procured under the terms of a proposal or agreement with the U.S. Government or any third party on the U.S. Government’s behalf, the products, services and Documentation are “commercial computer software” and “commercial computer software documentation” under applicable Federal Acquisition Regulation and are governed solely by the terms of this Agreement.

The duly authorized representative(s) of each Party accepts the terms of this Agreement by signing below.

Agreement			
Duly authorized for and on behalf of Supplier		Duly authorized for and on behalf of Customer	
Signed		Signed	
Name		Name	
Title		Title	
Date		Date	

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**EXHIBIT 1****Software License Addendum**

Solely with respect to any Supplier products identified in the Order Form as licensed “on (operating system)” instead of “on Hosted Software”, such products (also referred to herein as “Software”) are subject to the terms of the Agreement and the additional terms in this Software License Addendum. In the event of any conflict between any provision of this Software License Addendum and the Agreement, this Software License Addendum will control.

1. **License Grant:** Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable limited license to use the Software, including the Documentation generally provided with the Software, for the Cloud Services Term set out in the Order Form. Upon expiration or termination of the Order Form or the Agreement, all license rights immediately cease to exist and Customer will discontinue all use of the Software and, within 10 days of such expiration or termination, delete the Software and all copies and related materials (and, upon request, certify such destruction to Supplier).
2. **Scope of Use.** Customer may either install and operate the Software on its own premises or outsource the hosting and/or operation of the Software to Customer’s infrastructure provider (“**Outsourcer**”). If an Outsourcer will have access to or operate the Software on Customer’s behalf, Customer will ensure that all access and use of the Software by the Outsourcer is in accordance to the terms and conditions of the Agreement, this Software License Addendum, and any additional terms in the Order Form and Customer will remain liable to Supplier for all acts and omissions of the Outsourcer as though such acts or omissions were those of Customer itself.
3. **Delivery and Acceptance:** The Software will be distributed electronically, or if applicable, by physical media. Software will be deemed accepted upon delivery of the software activation key and download instructions, or if by physical shipment, upon shipment of the media, and any acceptance will not be revoked. Customer is responsible for installation of the Software.
4. **Maintenance and Support:** Customer will be responsible for keeping Software versions up to date. Maintenance and support for Software is provided in accordance with the applicable maintenance and support service description as published by Supplier from time to time and made available at [www.softwareag.com/support-policies](http://www.softwareag.com/support-policies).
5. **Warranty:** Supplier warrants that the Software will operate substantially in accordance with the Documentation for 90 days from the initial delivery date of the Software licensed under an Order Form (“**Warranty Period**”). Supplier’s exclusive liability and Customer’s exclusive remedy under this warranty is that Supplier, in its sole discretion and at its expense, will use reasonable commercial efforts to correct any reproducible error in the Software, provided Customer notifies Supplier in writing of such error during the Warranty Period. This warranty will not apply if the affected Software was modified by anyone other than Supplier or was not used in accordance with the Documentation. SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

**EXHIBIT 2**  
**Product Service Information**

webMethods.io Integration Advanced Edition Cloud Service Information	
Service Availability	<p>99.90% - Production environments</p> <p>99.50% - Development and Test environments</p> <p>The Cloud Services are deployed in multiple availability zones within the Data Storage Location region. In the event of a single availability zone loss, the Cloud Service continues to be operational by the instances deployed in the surviving availability zone(s). Cloud Services availability is measured over 10 seconds intervals against the Cloud Services in each Data Storage Location region. The availability calculation is based on the number of minutes the Cloud Service is not available within a given month and excludes planned downtime.</p> <p>Planned and unplanned downtime for the Cloud Services is announced on <a href="https://trust.softwareag.com/">https://trust.softwareag.com/</a> with expected time when the system will be available.</p> <p>*subject to the availability of this feature if the underlying AZURE infrastructure region, in regions w/o "availability zones" the feature "availability set" will be leveraged</p>
Service Credits	<p>Service Credits: Should Supplier fails to achieve at least the designated monthly system availability in each of two (2) consecutive calendar months, Supplier shall offer a 15% (can be adjusted depending on commercial negotiation) credit toward Customer's subscription fee. Claims under this service warranty must be made in good faith and by submitting the request within ten (10) business days after the end of the relevant period through the Cloud Service support channel.</p>
Cloud Service Delivery Entity	<p>Software AG Cloud Americas, Inc.; Co. Reg. No. 6047661, registered office: 1209 Orange Street Wilmington (New Castle) DE, 19801 United States</p>
Data Storage Location	<p>The underlying infrastructure is hosted on Microsoft Azure or Amazon Web Services IaaS platform in the following Data Storage Locations: US: AWS US and Azure US; EU: AWS EU and Azure EU; APJ: Azure AU *Microsoft Azure will be available from June 2020</p>
Support	<p>Supplier shall provide the support services described in the applicable Cloud Support Service Description as updated by Supplier from time to time and made available to customers at <a href="http://www.softwareag.com/support-policies">www.softwareag.com/support-policies</a></p>
Maintenance Events	<p>Planned maintenance event dates and times are posted on <a href="https://trust.softwareag.com/">https://trust.softwareag.com/</a> at least one week prior to the maintenance event. Monthly updates typically do not require downtime. Quarterly releases will require scheduled downtime.</p>
Data Backup and Disaster Recovery	<p>Frequency: Daily, with 30 days rolling backups</p> <p>Data Backup Location: Same region as the Data Storage Location referred to above but different AWS availability zone</p> <p>Recovery Point Objective: 24h</p> <p>Recovery Time Objective: 12h</p> <p>*subject to the availability of this feature if the underlying AZURE infrastructure region, in regions w/o "availability zones" the feature "availability set" will be leveraged</p>
Hybrid application connectivity	<p>Ability to connect securely to on-premises applications via the wM Integration Server and wM Integration Agent.</p>
Container size	<p>For webMethods.io Integration Advanced Edition the container size equals 1024 MB.</p>
Exit Terms	<p>Access to the Cloud Services will be removed upon expiry of the Trial Term or Cloud Services Term. Within 30 days after termination or expiration of the Cloud Services Term (the "Exit Period"), and upon Customer request, Supplier will provide: a final backup of the Customer Data. Customers using the Cloud Services on a trial basis will not have access to the Customer Data at the end of the Trial Term. After the Exit Period, Supplier will delete the Customer's environment/tenant, dedicated virtual servers and Customer Data in accordance with industry standard practices.</p>
Cloud Services Renewal Terms	<p>Renews automatically each year for 12 months upon the expiry of the Cloud Services Term and each anniversary thereafter unless terminated by either party by serving not less than sixty (60) days' notice in writing prior to any such renewal.</p> <p>Upon any renewal of the Cloud Services Term, the annual Cloud Services Fee shall (provided that the Cloud Services are then used on a like for like basis) be the Cloud Services Fee indicated in the corresponding Cloud Services Attachment in respect of the previous period of 12 calendar months increased by the greater of (i) the increase in the published "Compensation Costs For Private Industry Workers" as published by the Bureau of Labor and Statistics, U.S. Department of Labor in the U.S. Employment Cost Index (ECI) applicable to the relevant period; and (ii) 4%. Thereafter, the Cloud Services Fee shall not increase by more than the greater of (i) the annual increase in the U.S. ECI; and (ii) 4% per annum.</p>