SUPPLEMENT
Software Licensing Terms
for Premier & Select(+) Partners

Partner agrees to comply with the terms and conditions set forth herein which are in addition to the terms stated in the Partner Agreement regarding the use of any software as released by Software AG for Partners under the Partner Portal ("**Partner Product List**") for Test and Demo purposes as defined below Software AG ("**Software**"). In order to obtain any Software stated in this Supplement, Partner must request it from Software AG, either through the Partner Hub or by contacting *partnersupportdesk@softwareag.com*. All Software is provided on a limited term basis as stated in the request form but in no event shall the term be greater than 12 months. Any defined terms used in this Supplement that are not defined herein are based on the definitions set forth in the Partner Agreement. In the event of any conflict the terms and conditions of this Supplement shall take precedence to the Partner Agreement.

Definitions	
Agreement	means jointly this Supplement and the Partner Agreement
Partner Agreement	means the PartnerConnect Program Agreement as concluded between Software AG and Partner
Partner	means Premier Partner: the highest partner level in the Software AG PartnerConnect program Select(+) Partner: Select Partner (entry Partner Level) qualified as a Select(+) Partner
Software	means the Software as defined above and related documentation unless stated otherwise
Test & Demo Purposes	means the license grant as defined under section 1 of this Supplement

1   LICENSE GRANT

1.1   **SoftwareLicenseGrant**: Subject to the terms and conditions set forth in this Agreement, the Software AG grants to the Partner a non-exclusive, non-transferable, non-sublicensable right to use the object code version of Software AG the Software and related documentation ("Documentation")

(a)   solely for testing purposes and for training its own employees ("**Test Licenses**");

(b)   in the Territory solely for the purpose of conducting demonstrations to potential leads, evaluation, quality verification, testing connectivity with Partner's own products ("**Demo Licenses**"); and

(c)   internally (in a non-productive use) for the purpose of creating or combining the Software with any Partner or third party software that Partner may market as a sales or technical bundle ("**Solution Packages**") (productive use of the Software as part of any Solution Package or the right to distribute Software as part of any Solution Package in not within the scope of the license grant and requires a separate agreement).

1.2   **Restrictions**: Unless otherwise agreed in this Agreement, Partner shall not:

(a)   grant access to the Software licensed herein to any third party; or

(b)   leave the Software with a third party, or at a third party's site, no matter whether such third party is prospective lead or not or;

(c)   use the Software, or allow the Software to be used, on behalf of or to support any third parties, whether via a services engagement, outsourcing, service bureau, time-sharing, active server page (ASP) or otherwise;

(d)   use the Software in a production or development environment, to train third parties or to deliver any other training, education, or coaching services either paid or free-of-charge outside Partner's direct employees;

(e)   appoint or engage sub-distributors for any purposes hereunder; or

(f)   copy, electronically store, reproduce or use any Software AG training materials to create the Partner's own material for training, education, or coaching purposes either partially or in full.

1.3 **ProprietaryInformationRestriction**: Partner acknowledges that the Software and its structure, underlying concepts, organization, architecture and source code, the Software AG Marks and all associated intellectual property rights are the exclusive property of and constitute valuable trade secrets of Software AG. Partner agrees not to:

(a)   disassemble, reverse engineer, or reverse compile the Software in whole or in part; or

(b)   modify, adapt, alter, translate, or create derivative works from the Software; or

(c)   merge the Software with other software save to the extent expressly permitted by law; or

(d)   assign, sub-license, sell, lease or otherwise transfer or convey, pledge as security or otherwise encumber Partner's rights to a third party; or

(e)   engage in any act or omission that would impair Software AG's or its licensors' Intellectual Property Rights in the Software or any other materials, information, processes or subject matter proprietary to Software AG;

Partner will promptly notify Software AG in the event Partner suspects or becomes aware of any misuse of the Software or any violation, infringement or misappropriation of Software AG's proprietary rights therein by any Customer or other third party. Software AG expressly reserves all rights not granted under this Agreement.

1.4   **EvaluationUse**: In the event that a Lead would like to obtain Software solely for non-productive evaluation purposes, then the Partner will have the Lead enter into a trial license agreement directly with Software AG. Partner acknowledges that the licensed Software may contain a mechanism to disable use of the Software after the end of any period of permitted use, such period not necessarily corresponding to the term of this Agreement.

1.5   **MaintenanceandSupportServices**: Software AG has no obligation to provide any Maintenance and Support Services in relation to Software issued to Partner under this Supplement.

2. AUDIT

2.1   **Audit**: Software AG may audit Partner's use of the Software no more than once per calendar year. No later than 10 business days from Software AG's request,   Partner will confirm to Software AG in writing that Partner's use of the Software complies with the Agreement and provide sufficient detail, as reasonably   requested by Software AG, to enable Software AG to assess such compliance. Subsequently, Software AG or a designated consultant may perform an onsite audit of   the systems on which the Software is installed for the purpose of assessing compliance with the Agreement. In the event of any non-compliance, and in   addition to any other rights and remedies available to Software AG, Partner will pay the fees for any excess use of the Software from the point in time when   the scope of use was first exceeded.

3   WARRANTY , LIMITATION OF LIABILITY

3.1   **Warranty Disclaimer:** The Software provided to Partner under this Agreement is "as is"; without any warranty whatsoever solely for Test & Demo Purposes. THE SOFTWARE AG DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

3.2   **Limitation of Liability:** TO THE EXTENT PERMITTED BY LAW NEITHER SOFTWARE AG, ITS SUBSIDIARIES OR AFFILIATES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4   IPR INDEMNITY

4.1   **Indemnity**: Software AG will indemnify Partner from any third party action against Partner to the extent proximately based upon an allegation that the   licensed use of the Software 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 attorneys' fees) incurred by Partner related to the settlement of such action or awarded against   Partner, provided that Partner: (i) promptly notifies Software AG of any such action; (ii) gives Software AG full authority, information, and assistance to defend   such claim; and (iii) gives Software AG sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

4.2   **Exclusions**: Software AG will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon: (i) Software that was   modified by anyone other than Software AG; (ii) use of other than the then-current release of the Software, if the infringement could have been avoided by use   of the then-current release and such release was made available to Partner; (iii) use of the Software in conjunction with other software, hardware or   Partner data, where such use gave rise to the infringement claim; (iv) use of Software in a manner inconsistent with its Documentation; or (v) use of   Software other than as expressly authorized in this Agreement

4.3   **RemedybySoftware AG**: If Software AG determines that the Software is likely to be the subject of a claim of infringement, Software AG may, in its sole discretion: (i) replace or   modify the Software; (ii) procure the right for Partner to continue using the Software; or (iii) terminate the license to the Software and refund to   Partner a pro-rated portion of the applicable unused subscription fees. TO THE EXTENT AS PERMITTED BY LAW, THIS SECTION 'INFRINGEMENT INDEMNITY' STATES SOFTWARE AG'S   EXCLUSIVE LIABILITY AND PARTNER'S EXCLUSIVE REMEDY REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY   THE SOFTWARE OR ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

4.4 **Indemnification by Partner**: Partner agrees to indemnify, hold harmless and, at Software AG's option, defend Software AG from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with:

(a)   use of the Software AG Software which breaches the terms of this Agreement;

(b)   use of the Software AG Software not in accordance with the Documentation;

Software AG agrees to give Partner prompt written notice of such claim and, if Software AG elects to require Partner to provide defense, Software AG shall give Partner: (1) authority to control and direct the defense and/or settlement of such claim; and (2) such information and assistance as Partner may reasonably request, at Partner's expense, in connection with such defense and/or settlement. Partner shall not settle any third-party claim against Software AG unless such settlement completely and forever releases Software AG with respect thereto or unless Software AG provides its prior written consent to such settlement. In any action for which Partner provides defense on behalf of Software AG, Software AG may participate in such defense at its own expense by counsel of its choice.

5   GENERAL

5.1 **Third Party License Restrictions**: The Software 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 Partner uses the Software 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, Software AG will use   commercially reasonable efforts to respond to any issues with the Software related to the Third Party Components.

5.2 **Export Control**: Partner may not download, provide access to, and otherwise export or re-export the Software, 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).   Software AG reserves the right to not perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.