APPENDIX A
Software License Terms
(On Premises)

This Appendix A (Software License Terms – On Premises) applies to a License to access and use the software including Updates and Upgrades to suchsoftware ("*Software*") (as further described on Schedule A – Order Form) ordered by Customer or sold or provided by AEM under the Agreement ("*Software License*"). Capitalized terms used in this Appendix A (Software License Terms) that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

By installing the Software Product and/or purchasing a license(s), downloading the software or updates, clicking an "ok" or "accept" button during installation or purchase, and/or using the software, Customer agrees to be bound by these Terms.

1. License Grant.

    1.1. Grant. As of the Order Effective Date or, if earlier, as of delivery to Customer, AEM grants Customer a non-exclusive, term license to download, distribute internally, install, execute, run, and use the Software for Customer's internal business purposes. The scope and duration of the foregoing license shall be the license term specified in the Order (the "Term").

    1.2. Additional Uses. Customer (including its Personnel) may exercise the license rights granted in Section 1.1 (Grant) in accordance with the terms and restrictions of this Section 1 (License). Customer also may, at no additional cost, (a) exercise the license rights granted in Section 1.1 (Grant) for backup and disaster recoverypurposes and for training purposes, and (b) allow each Third Party Provider to exercise the license rights granted in this Section 1 (License) for Customer's internal business purposes and solely in connection with its provision of services to Customer.

    1.3. Locations and Environments. Customer shall have the right to install, execute, run, and use the Software (a) at those premises or physical location (of Customer or any of the Third Party Providers),and/ or (b) on any fixed or portable computer or other device owned, leased, or operated by Customer (or any of the Third Party Providers), and/or (c) in virtual environments, cloud environments, and off-premises environments hosted by Customer or any of the Third Party Providers, at any location, all as conditioned or constrained as reflected on the Order Form, solely for the benefit of Customer. Customer will (i) ensure that, in undertaking such use, the Third Party Providers comply with the terms and conditions of this Appendix A (Software License Terms), and (ii) be liable to AEM for the Third Party Providers' failure to comply with such terms and conditions.

2. Restrictions. Customer shall not reverse engineer, reverse compile, or disassemble any part of the Software to derive the source code thereof without the prior written consent of AEM. Customer shall not remove, obscure, or deface any copyright or proprietary notices appearing in the Software and will retain all such notices in any permitted reproductions of the Software. All title, interest, and ownership in and to the Software belongs to AEM or its licensors.

3. Updates and Upgrades.

    3.1. For a period of one (1) year from the Effective Date, AEM will deliver Updates to Customer (together with all Documentation related to the Updates) no later than when AEM delivers or makes those Updates available to its other customers.

    3.2. In the absence of a separate Software Maintenance Agreement (described below), after the expiration of the initial one year period, AEM will deliver to Customer all Updates necessary to maintain the Software's conformance with the Documentation, the applicable Order, and the Agreement at its usual and customary commercial price, if ordered by Customer. AEM will notify Customer as far in advance as reasonably possible, but in no event less than sixty (60) days prior to release, of each Update.

3.3. For purposes of this agreement, an Update is a release containing enhancements to the current version of the software in question, for example bug fixes, security patches, driver or hardware updates. An Update will be reflected as an sub-increment on the current software version number, i.e., 3.1 to 3.2.

3.4. Unless expressly provided in the Maintenance Agreement, Update do not include software Upgrades. For purposes of this agreement, an Upgrade an Upgrade is a new version of the software representing a significant change or major improvement in the software, introducing new features, functionality or options not found in the prior version. Upgrades will be represented by an increment to the primary version number, i.e., 3.1 to 4.1.

4. <u>Limited Warranty</u>. AEM warrants that it has full ownership rights to the Software and the full right to grant the License set forth in this Agreement. For a period of one (1) year from the Effective Date, (the "Warranty Period"), AEM warrants that the Software will perform in accordance with the published Software specifications (including literature and demonstration software) at the time of installation and that the Software will remain free from material or substantial defects during the Warranty Period. AEM will modify or replace the Software, at no additional charge to Customer, to correct any error which causes the Software not to perform substantially as warranted above, provided that Customer reports the malfunction to AEM during the foregoing Warranty Period.

5. Software Maintenance.

Customer may elect to purchase Software Maintenance upon expiration of the one year period reflected in Sections 3 and 4 above. The Terms of such Software Maintenance are reflected on Appendix A-1. Such election by Customer will be reflected on the current or future Order Form.

6. Data Rights.

AEM retains all rights to data generated or delivered through the Software (hereinafter "Data") other than Customer Data (defined below). AEM grants Customer a limited license for use of such Data, in connection with Customer's internal business purposes, but for no other purpose. AEM shall have exclusive rights for resale or to otherwise use Data provided by AEM through the Software. To the extent that the provision of the Software or other Services requires AEM to collect information from Customer employees, members or other constituents (collectively "Customer Data") Customer hereby grants to AEM a non-exclusive royalty-free, worldwide license to store, reproduce, distribute and display the Customer Data in connection with the provision of the Software and/or Services hereunder.

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