

## i2 ADDITIONAL LICENSING TERMS

**Last updated:** August 18, 2025

The following i2 Additional Licensing Terms (the “**Additional Licensing Terms**”) further govern the relationship between N. Harris Computer Corporation, a corporation existing under the laws of Ontario (“**Licensor**”) and the person or entity identified on the Order Form as the licensee of the Software in connection with an i2 License Agreement (the “**License Agreement**”) as the Licensee. These terms are binding on the Licensee upon agreeing to the License Agreement with the same **Effective Date**.

### A) INTERPRETATION

#### a. Definitions

All references to Software in these Additional Licensing Terms shall be applicable to the version of Software that was originally licensed to the Licensee. All updates to the Additional Licensing Terms shall be for Software that has been updated in accordance with the License Agreement.

Capitalized terms not otherwise defined in these Additional Licensing Terms shall have the following meanings:

“**Permitted Software**” means the actual Software that Licensee can only use in connection with another aspect of the Software subject to the terms as further specified in Section 2.

“**Supporting Software**” means Software that is provided in support of, or forms a part of, another Software (“**Principal Software**”) and is identified as a Supporting Software for such Principal Software in the applicable subsection in Section 2 below.

“**Third Party Content**” means third party software, web services, data services, databases, and other third-party content.

“**To support Licensee’s use**” means only those uses necessary to Licensee’s use of the Principal Software or another Supporting Software and includes no other purposes.

#### b. Schedules

These Additional License Terms include the terms and conditions set out in the following Schedules attached hereto:

Schedule A – Third-Party Code

### B) ADDITIONAL LICENSE TERMS

The following standard terms apply to Licensee’s use of certain Software.

#### a. Supporting Software

a) Section 2.1(b) applies to Licensee’s use of the following Principal Software in respect of the corresponding Supporting Software (*note, if Supporting Software does not mention specific software, then that software is not provided e.g. Analysis Hub does not include IBM Cognos Analytics, IBM InfoSphere Information Server, IBM Db2*).

Principal Software (Software Name)	Supporting Software (Software Name)
<ul style="list-style-type: none"><li>i2 iBase</li></ul>	<ul style="list-style-type: none"><li>i2 iBase User</li><li>i2 iBase Designer</li><li>i2 iBase GIS Interfaces</li></ul>

	<ul style="list-style-type: none"> <li>• i2 iBase Plate Analysis</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook SDK</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook <i>(for use with the i2 Analyst's Notebook SDK only for testing purposes)</i></li> </ul>
<ul style="list-style-type: none"> <li>• Analysis Studio</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 Analyze (Component)</li> </ul>
<ul style="list-style-type: none"> <li>• Analysis Hub</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 Analyze (Component)</li> <li>• i2 iBase <i>(including User, Designer, GIS Interfaces, &amp; Database Replication only)</i></li> <li>• i2 Analyst's Notebook Connector to Esri</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Explore for Analysis Hub</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyze (Component)</li> </ul> <p><i>Note: Analysis Hub base product is a pre-req requirement</i></p>
<ul style="list-style-type: none"> <li>• i2 Explore for iBase</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyze (Component)</li> </ul> <p><i>Note: iBase base product is a pre-req requirement</i></p>
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook Web</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyze (Component)</li> </ul> <p><i>Note: Analysis Hub or Analysis Studio base product is a pre-req requirement</i></p>
<ul style="list-style-type: none"> <li>• i2 Recommendation Engine Add On</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• IBM InfoSphere Identity Insight</li> </ul> <p><i>Note: Analysis Hub base product is a pre-req requirement</i></p>
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook (specifically part no. SOIFLL Authorized User Subscription)</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 TextChart</li> </ul> <p><i>Note: i2 Analyst's Notebook Authorized User Subscription bundles i2 Analyst's Notebook AU subscription, i2 TextChart AU subscription &amp; credentials to access i2-hosted connectors. Connectors are available separately. This bundle content may change in future)</i></p>
<ul style="list-style-type: none"> <li>• i2 Overwatch</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 Analyze (Component)</li> <li>• i2 iBase <i>(including User, Designer, GIS Interfaces, &amp; Database Replication only)</i></li> <li>• i2 Overwatch Add-on</li> <li>• i2 TextChart Premium</li> <li>• i2 TextChart Studio</li> </ul>

b) Licensee may only install or use the Supporting Software identified in Section 2.1 to support Licensee's use of the corresponding Principal Software identified beside such Supporting Software, unless Licensee has obtained a broader right to use such Supporting Software independent of Licensee acquiring a license to the Principal Software. Supporting Software may be provided with and subject to additional terms, which will apply to Licensee's use of such Supporting Software. In the event of any conflict between or among the provisions of these Additional Licensing Terms, the License Agreement, and/or such Supporting Software's additional terms, these Additional Licensing Terms will take precedence over the License Agreement, which will take precedence over such Supporting Software's additional licensing terms. Licensee may not install, access, or use the Supporting Software unless Licensee has obtained sufficient authorization to install, access and use the Principal Software, and

subsequently, the Supporting Software, unless otherwise expressly provided for in these Additional Licensing Terms.

- i. Pre-requisite License Requirement: Licensee must hold a valid license for the relevant Principle Software to use the Supporting Software. Licensee acknowledges that the Supporting Software may not function as a standalone product and may require integration with one of the specified Principle Software solutions.

c) Compatibility & Updates: Licensee acknowledges that the Supporting Software may depend on the capabilities of the underlying Principle Software, and updates may be necessary to ensure continued compatibility.

#### **b. Permitted Components**

- i. Section 2.2(b) applies to Licensee's use of the following Supporting Software's Function(s) (Components) in respect of the corresponding Principal Software:

<b>Principal Software (Software Name)</b>	<b>Supporting Software's Function(s) (Function)</b>
<ul style="list-style-type: none"> <li>• i2 Analyze (Component)</li> </ul>	<ul style="list-style-type: none"> <li>• Chart Store (of i2 Analyze)</li> <li>• External Searches (of i2 Analyze)</li> <li>• i2 Connect gateway (of i2 Analyze)</li> <li>• i2 Analyst's Notebook Web (of i2 Analyze)</li> <li>• Connector Designer (of i2 Analyze) (available separately)</li> </ul>
<ul style="list-style-type: none"> <li>• Analysis Studio</li> </ul>	<ul style="list-style-type: none"> <li>• Chart Store (of i2 Analyze)</li> <li>• External Searches (of i2 Analyze)</li> <li>• i2 Connect gateway (of i2 Analyze)</li> <li>• i2 Analyst's Notebook Web (of i2 Analyze)</li> <li>• Connector Designer (of i2 Analyze) (available separately)</li> <li>• i2 TextChart standard component (of i2 TextChart)</li> </ul>
<ul style="list-style-type: none"> <li>• Analysis Hub</li> </ul>	<ul style="list-style-type: none"> <li>• Chart Store (of i2 Analyze)</li> <li>• External Searches (of i2 Analyze)</li> <li>• i2 Connect gateway (of i2 Analyze)</li> <li>• i2 Analyst's Notebook Web (of i2 Analyze)</li> <li>• Information Store (of i2 Analyze)</li> <li>• Connector Designer (component, of i2 Analyze) (available separately)</li> <li>• i2 iBase User (of i2 iBase)</li> <li>• i2 iBase Designer (of i2 iBase)</li> <li>• i2 iBase Geographic Information System Interfaces (of i2 iBase)</li> <li>• i2 iBase Plate Analysis (of i2 iBase)</li> <li>• i2 iBase Database Replication (of i2 iBase)</li> <li>• i2 TextChart standard component (of i2 TextChart)</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Overwatch</li> </ul>	<ul style="list-style-type: none"> <li>• Chart Store (of i2 Analyze)</li> <li>• External Searches (of i2 Analyze)</li> <li>• i2 Connect gateway (of i2 Analyze)</li> <li>• i2 Analyst's Notebook Web (of i2 Analyze)</li> <li>• Information Store (of i2 Analyze)</li> </ul>

	<ul style="list-style-type: none"> <li>• i2 iBase User (of i2 iBase)</li> <li>• i2 iBase Designer (of i2 iBase)</li> <li>• i2 iBase Geographic Information System Interfaces (of i2 iBase)</li> <li>• i2 iBase Plate Analysis (of i2 iBase)</li> <li>• i2 iBase Database Replication (of i2 iBase)</li> </ul>
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a) Licensee may only use the Supporting Software's components or functions identified in Section 2.2(a) above to support Licensee's use of the corresponding Principal Software identified beside such components or functions, unless Licensee has obtained a broader right to use such Supporting Software's components or functions via a separate license through a different order form or license agreement with Licensor or a permitted third party permitting such use.

- ii. Pre-requisite License Requirement: Licensee must hold a valid license for the relevant Principle Software to use the Supporting Software Functions. Licensee acknowledges that the Supporting Software Functions may not function as a standalone product and may require integration with one of the specified Principle Software solutions.
- iii. Compatibility & Updates: Licensee acknowledges that the Supporting Software Functions may depend on the capabilities of the underlying Principle Software, and updates may be necessary to ensure continued compatibility.

#### c. Permitted Software

- i. Section 2.3(b) applies to Licensee's use of the following Software in respect of the following Permitted Software:

Software (Software Name)	Permitted Software (Software Name)
<ul style="list-style-type: none"> <li>• Analysis Hub</li> </ul>	<ul style="list-style-type: none"> <li>• i2 iBase (User, Designer, GIS Interfaces, Plate Analysis, Database Replication)</li> <li>• i2 Analyst's Notebook</li> <li>• i2 Analyst's Notebook Connector for Esri</li> <li>• i2 Analyze (component)</li> <li>• i2 TextChart standard (component) <i>(Note: i2 TextChart standard is no longer available as a standalone product. i2 TextChart is not part of subscription or trial Analysis Hub)</i></li> </ul>
<ul style="list-style-type: none"> <li>• Analysis Studio</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 Analyze (component)</li> <li>• i2 TextChart standard (component) <i>(Note: i2 TextChart standard is no longer available as a standalone product. i2 TextChart is not part of subscription or trial Analysis Studio)</i></li> </ul>
<ul style="list-style-type: none"> <li>• i2 Analyze (Component)</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook Web</li> <li>• Analysis Hub</li> <li>• Analysis Studio</li> <li>• i2 Explore for iBase &amp; Analysis Hub</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Explore for iBase</li> <li>• i2 Explore for Analysis Hub</li> </ul>	<ul style="list-style-type: none"> <li>• Analysis Hub <i>(Note: base product required as the Software is Add On)</i></li> <li>• iBase <i>(Note: base product required as the</i></li> </ul>

	<i>Software is Add On</i> <ul style="list-style-type: none"> <li>• i2 Analyze (Component)</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Recommendation Engine Add On</li> </ul>	<ul style="list-style-type: none"> <li>• Analysis Hub (<i>Note: base product required as the Software is Add On</i>)</li> <li>• i2 Analyst's Notebook</li> <li>• IBM InfoSphere Identity Insight</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook Web</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyze (Component) (server side only) ('remote' only). <i>Note: solution provides 'remote' access to i2 Analyze (Component), credentials to access 'Connectors' (available separately), all access via the end user web browser. Package is not 'on prem'</i></li> </ul>
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook inc. base &amp; variants of Trial, trial, Academic, Charity</li> </ul>	i2 TextChart standard ( <i>Note: i2 Analyst's Notebook base and variants bundle i2 TextChart standard. i2 TextChart standard is no longer available as a standalone product</i> )
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook (specifically part no. SOPIFLL Authorized User Subscription)</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 TextChart</li> </ul> <i>Note: i2 Analyst's Notebook Authorized User Subscription bundles i2 Analyst's Notebook AU subscription, i2 TextChart AU subscription &amp; credentials to access i2-hosted connectors. Connectors are available separately. This bundle content may change in future)</i>
<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook SDK</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook (<i>Note: for use with i2 Analyst's Notebook SDK for development and testing purposes only</i>)</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Insights Add On</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook (<i>Note: see below about pre-requisite license requirement</i>)</li> <li>• Analysis Hub (<i>Note: see below about pre-requisite license requirement</i>)</li> <li>• Analysis Studio (<i>Note: see below about pre-requisite license requirement</i>)</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Overwatch Add On</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook (<i>Note: see below about pre-requisite license requirement</i>)</li> <li>• Analysis Hub (<i>Note: see below about pre-requisite license requirement</i>)</li> <li>• Analysis Studio (<i>Note: see below about pre-requisite license requirement</i>)</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Overwatch</li> </ul>	<ul style="list-style-type: none"> <li>• i2 Analyst's Notebook</li> <li>• i2 Analyze (Component)</li> <li>• i2 iBase (<i>including User, Designer, GIS Interfaces, Plate Analysis, Database Replication</i>)</li> <li>• i2 Overwatch Add-on</li> <li>• i2 TextChart Premium</li> <li>• i2 TextChart Studio</li> </ul>

a) Licensee may only install or use the Software identified in Section 2.3(a) to support Licensee's use of the corresponding Permitted Software also identified in Section 2.3(a). Licensee may not use such Software with any software or services other than the corresponding Permitted Software.

b) Pre-requisite License Requirement: Licensee must have a valid license for Permitted Software for Software use. Licensee acknowledges that Software may not be standalone (operate independently) and may require integration with one of the listed Permitted Software solutions.

c) Compatibility & Updates: Licensee acknowledges that Software may rely on the capabilities of the underlying Permitted Software, and updates may be required to maintain compatibility.

**d. Prohibited Components**

i. Section 2.4(b) applies to Licensee's use of the following Software in relation to the corresponding Prohibited Component:

<b>Software</b> (Software Name)	<b>Prohibited Component</b> (Software Name)
<ul style="list-style-type: none"> <li>• i2 iBase <ul style="list-style-type: none"> <li>○ i2 iBase User</li> <li>○ i2 iBase Designer</li> <li>○ i2 iBase Geographic Information System Interfaces</li> <li>○ i2 iBase Database Replication</li> <li>○ i2 iBase Plate Analysis</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• i2 iBase Database Replication (of i2 iBase)</li> </ul>
<ul style="list-style-type: none"> <li>• Analysis Studio</li> </ul>	<ul style="list-style-type: none"> <li>• Information Store (of i2 Analyze)</li> <li>• i2 Investigate Add On (of i2 Analyze)</li> <li>• i2 Recommendation Engine Add On (of i2 Analyze)</li> </ul>
<ul style="list-style-type: none"> <li>• i2 Investigate Add On</li> <li>• i2 Recommendation Engine Add On</li> </ul>	<ul style="list-style-type: none"> <li>• Chart Store (of i2 Analyze)</li> <li>• External Searches (of i2 Analyze)</li> <li>• Information Store (of i2 Analyze)</li> <li>• Web Client (of i2 Analyze)</li> <li>• Connector Designer (of i2 Analyze)</li> </ul>

ii. Licensee is not authorized to use any of the components or functions of the Prohibited Component, by virtue of being authorized to use such Software, unless Licensee has obtained a broader right to use such Software's components or functions via a separate license through a different order form or license agreement with Licensor or a permitted third party permitting such use of the Prohibited Component(s).

**e. Components Not Used for Establishing Required Entitlements**

i. Section 2.5(b) applies to Licensee's use of the following Software:

Software Name:

- i2 Analyst's Notebook

ii. Licensee may use the Software for production purposes, provided that Licensee does not use the Software to develop applications that use or integrate with the Software. Except as expressly permitted in an Order Form or the License Agreement, Licensee has no right to use the Software or parts thereof for development purposes and Licensee acknowledges that only a license related to a software development kit would permit the Licensee to have such rights.

And that such a license restricts its use to the i2 Analyst's Notebook SDK, such a license cannot be used outside of the i2 Analyst's Notebook SDK.

**f. Third Party Data and Services**

- i. Section 2.6(b)f.ii applies to Licensee's use of the following Software:

Software Name:

- Analysis Hub
- i2 Recommendation Engine Add On
- i2 Analyst's Notebook Connector for Esri

- ii. The Software provides Licensee with access to certain Third-Party Content. Such access is provided "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE THIRD PARTY CONTENT AND ITS RESPECTIVE USE, WHETHER EXPRESS OR IMPLIED OR STATUTORY OR OTHERWISE ARISING IN LAW (INCLUDING DURING THE COURSE OF DEALING, USAGE OR TRADE) AND WHETHER ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF: (A) DESIGN, (B) MERCHANTABILITY, (C) FITNESS FOR ANY PARTICULAR PURPOSE, (D) NON-INFRINGEMENT, (E) PERFORMANCE, INCLUDING THAT THE THIRD PARTY CONTENT IS ACCURATE, ERROR FREE, VIRUS FREE OR SECURE, OR THAT THE THIRD PARTY CONTENT WILL OPERATE UNINTERRUPTED, (F) ACHIEVING ANY INTENDED RESULT, (G) BEING COMPATIBLE OR WORKING WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, AND (H) COMPLIANCE WITH STANDARDS OR LAWS. LICENSEE CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE THIRD-PARTY CONTENT, FOR ANY PRODUCTS OR SERVICES THAT USE THE THIRD-PARTY CONTENT, AND FOR ALL DECISIONS TAKEN FROM SUCH USE. LICENSEE ASSUMES ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM LICENSEE'S USE OF THE THIRD-PARTY CONTENT OR FROM USE OF THE THIRD-PARTY CONTENT BY USERS OF LICENSEE. The applicable parties associated with such Third-Party Content may terminate Licensee's access to such content at their sole discretion at any time. Such applicable parties may require Licensee to agree, and Licensee hereby agrees to comply with, such additional terms and conditions with respect to the access or use of such Third-Party Content.

**g. Developer Limitations**

- i. Section 2.7(b) applies to Licensee's use of the following Software:

Software Name (Software Number):

- o i2 Analyst's Notebook SDK (including a development and test use only i2 Analyst's Notebook)
- ii. i2 Analyst's Notebook SDK is a Project specific annual Subscription License. 'Project' means a unique plug-in/plug-out. Each unique plug-in/plug-out requires its own i2 Analyst's Notebook SDK subscription, and each plug-in/plug-out requires a unique activation key, supplied by i2. i2 Analyst's Notebook SDK provides a standalone development and test use only i2 Analyst's Notebook; i2 Analyst's Notebook requires a unique activation key

subject to EMS.

To secure the i2 Analyst's Notebook SDK the client will need to provide a business case for each individual Project (each unique plug-in/plugin-out); that business case must secure approval from Licensor in order to proceed. Upon approval, the Licensee will purchase the applicable i2 Analyst's Notebook SDK Project Subscription License. The associated activation keys, which will entitle the client to use the i2 Analyst's Notebook SDK and the included i2 Analyst's Notebook for the purposes described in the business case, will be provided promptly following payment of the appropriate License Fee.

The annual Subscription License is valid for 12 months as of entitlement start date listed in the Quote. At the end of the 12 months, a new i2 Analyst's Notebook Subscription License must be purchased at the then prevailing rates and a new activation key is required.

Licensor reserves the right to blacklist activation keys if the i2 Analyst's Notebook SDK Subscription License is not renewed at the end of the annual subscription term. A blacklisted activation key will render the plugin incompatible with future 64-bit i2 Analyst's Notebook releases and may deactivate the i2 Analyst Notebook SDK entirely for the specific Project.

- iii. Licensee may use the Software for internal development and unit testing on a developer machine. A developer machine is a physical or virtual desktop environment, running a primary operating system and the Software, both of which are accessible and used by no more than those specified developers working on a Project (see 'Project' description above). Licensee is not authorized to use the Software (including any corresponding copy of the i2 Analyst's Notebook that is used with the Software while either on or access by the developer machine) for processing production workloads, simulating production workloads or testing scalability of any code, application, or system. Licensee is not authorized to use any part of the Software for any other purposes without acquiring the appropriate production entitlements.

This Software is designed to aid in the development of software applications and systems. Licensee is solely responsible for the applications and systems that it develops by using this Software and assumes all risk and responsibility, therefore.

#### Confidential Information

The following components are confidential to Licensor or its suppliers. To the extent Licensee and Licensor have an existing confidentiality agreement (including the relevant provisions under the License Agreement), the information regarding these components shall be treated as "Confidential Information" under such agreement.

i2 Analyst's Notebook Software Development Kit Release Notes  
i2 Analyst's Notebook API Release Notes  
i2 Analyst's Notebook SDK Developers Guide: Concepts  
i2 Analyst's Notebook SDK Developers Guide: Tutorials  
i2 Analyst's Notebook SDK Upgrade Guide  
i2 Analyst's Notebook SDK Online Help

#### Redistributables

If the Software includes components that are Redistributable, they will be identified in the REDIST file that accompanies the Software. In addition to the license rights granted in the License



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- 1) Redistribution must be in object code form only and must conform to all directions, instruction, and specifications in the Software's accompanying REDIST or documentation;
- 2) If the Software's accompanying documentation expressly allows Licensee to modify the Redistributables, such modification must conform to all directions, instruction and specifications in that documentation and these modifications, if any, must be treated as Redistributables;
- 3) Redistributables may be distributed only as part of Licensee's application that was developed using the Software ("Licensee's Application") and only to support Licensee's customers in connection with their use of Licensee's Application. Licensee's Application must constitute significant value add such that the Redistributables are not a substantial motivation for the acquisition by end users of Licensee's software product;
- 4) If the Redistributables include a Java Runtime Environment, Licensee must also include other non-Java Redistributables with Licensee's Application, unless the Licensee's Application is designed to run only on general computer devices (for example, laptops, desktops, and servers) and not on handheld or other pervasive devices (i.e. devices that contain a microprocessor but do not have computing as their primary purpose);
- 5) Licensee may not remove any copyright or notice files contained in the Redistributables;
- 6) Licensee must hold Licensor, its suppliers, or distributors harmless from and against any claim arising out of the use or distribution of Licensee's Application;
- 7) Licensee may not use the same path name as the original Redistributable files/modules;
- 8) Licensee may not use Licensor's, its suppliers or distributors names or trademarks in connection with the marketing of Licensee's Application without Licensor's or that supplier's or distributor's prior written consent;
- 9) Licensor, its suppliers, and distributors provide the Redistributables and related documentation without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- 10) Licensee is responsible for all technical assistance for Licensee's Application and any modifications to the Redistributables; and
- 11) Licensee's license agreement with the end user of Licensee's Application must notify the end user that the Redistributables or their modifications may not be i) used for any purpose other than to enable Licensee's Application, ii) copied (except for backup purposes), iii) further distributed or transferred without Licensee's Application or iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver. Furthermore, Licensee's license agreement must be at least as protective of Licensor as the terms of this Agreement.

#### 12) Source Components and Sample Materials

The Software may include some components in source code form ("Source Components") and other materials identified as Sample Materials in the REDIST file that accompanies the Software. Licensee may copy and modify Source Components and Sample Materials for internal use only

provided such use is within the limits of the license rights under the License Agreement and as otherwise modified by these Additional Licensing Terms, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. Licensor provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. For Source Components and Sample Materials listed in a Software's REDIST file, Licensee may redistribute modified versions of those Source Components or Sample Materials consistent with the terms of the License Agreement and as otherwise modified by these Additional Licensing terms and any instructions in the REDIST file.

#### **h. Components Not Used for Establishing Required Entitlements**

- i. Section 2.8 details the licenses, warranties, and other attributes of Services Assets.
- ii. Services Assets are any Software and the related Services that are described as such in a Quote.
- (c) The license for Services Assets is perpetual and is conditional on the Licensee having a current License to other i2 Software and to the specific components to which the Service Assets' particular functionality corresponds. Unless the Quote specifically states otherwise, only a maximum number of twenty Users are permitted to use and have access to the Services Assets.
- (d) Upgrades, Updates, and i2 SW Subscription and Support Program do not apply to Service Assets. The Licensee is provided with the following services in relation to Services Assets:
  - (i) The Software component of Services Assets are provided "as is."
  - (ii) The Services component to Services Assets are provided "as is."
  - (iii) For a period of one year after the Services Assets are purchased by the Licensee as detailed in the Quote, the Licensor shall provide upgrades to the Services Assets that are necessary for security enhancements and for ensuring continued functional capabilities as detailed in the documentation.
  - (iv) Documentation will be provided for the use of the Services Assets and a description of the functionality delivered by the Services Assets.
- (e) The Services Assets are otherwise subject to the same terms and conditions as Software under the License Agreement sections: 2.1 – 2.4; 5.1, 5.2; 8.2, 8.3; 9.3, 9.6; 10; and 2.14 to the extent that SaaS Services are supplied.
- (f) The Licensee may seek support for Services Assets by procuring a separate and subsequent Quote for professional services. Any professional services provided will be subject to the terms of an applicable services agreement.
- (g) Services Assets may subsequently become Software pursuant to the License Agreement.
- (h) All fees for the Services Assets are pre-set or provided for in the Quote. The fees shall be paid pursuant to the terms set out in the License Agreement unless the Quote provides for alternative payment terms.

**SCHEDULE A**  
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